

Time to talk **Telco**



Standard Form of Agreement

All the information you need to know about your telecommunications contract.



Whatever makes you shine.

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Important information: your rights

Complaints

You may make complaints to us about the Services set out in our Standard Form of Agreement (SFOA).

If you have any concerns about the Services we are providing to you, you should contact us immediately. We will endeavour to resolve any problem or complaint you have as quickly and effectively as possible.

If you are not satisfied with the initial outcome of your complaint, the matter will be reviewed in accordance with our complaints procedures.

The Telecommunications Industry Ombudsman (TIO) can resolve disputes between the telecommunications companies and their residential or business clients. The TIO is an independent body and is provided as a free service. It only takes up a complaint if the client has first tried to resolve it with the relevant company.

You can contact the TIO by contacting 1800 062 058.

The Office of Fair Trading (or similar) in your State or Territory may also investigate consumer complaints.

Personal information

You are entitled to ensure that we only use your personal information in accordance with our SFOA and our Privacy Policy, which comply with the Privacy Act 1988.

You may obtain a copy of our Privacy Policy by visiting lumoenery.com.au or by contacting us. You may choose to opt out of receiving direct marketing from us by contacting us.

Terminating your services

You have rights to terminate your Services by giving us Notice. Your termination rights and the applicable Notice periods are set out in our SFOA. If you terminate a minimum term contract before it is completed, you may be required to pay a Cancellation Fee. Clause 33.7 sets out the circumstances in which a Cancellation Fee may be payable for minimum term contracts.

Your obligations

You must pay us our Charges referred to in our SFOA and set out in our Plans and/or any applicable Offer.

You must ensure that you comply at all times with your obligations set out in our SFOA. You must not use your Services to transmit or publish any material that is defamatory, in breach of copyright or obligations of confidentiality or otherwise in breach of any laws. You indemnify us for any loss or expense we suffer as a result of your doing so.

Some of the terms in our SFOA have important consequences for you. Please read them carefully. The terms of our SFOA are binding upon both you and us unless we have both agreed that different terms should apply.

Throughout our SFOA if we refer to "We, we, Us, us, Our, our or Lumo Energy" we mean Lumo Energy Telecommunications Pty Ltd ABN 44 128 574 578. If we refer to "You, You, Your, Your or the Client" we mean you.

In particular you should be aware of the following clauses:

Clause 2 tells you how we can change our SFOA.

Clause 2.2 explains that you have the right to terminate your Services with us if we make a change to our SFOA that is detrimental to you.

Clause 4.1 refers to our legal obligation to connect certain standard telephone services in accordance with the requirements of the Client Service Guarantee issued by the Australian Communications and Media Authority.

Clause 11 tells you that in some circumstances we may ask you to provide some form of security if we have reasonable grounds to believe you are a credit risk.

Clause 12 tells you how we Charge you for our Services.

Clause 12.6 tells you which Charges are subject to change without Notice.

Clauses 14 and 15 tell you how you can pay us for our Services.

Clause 15 tells you what we can do if you do not pay your invoices by the due date.

Clause 29 tells you how we can suspend or terminate your Service for excessive and unusual use.

Clauses 33.1, 33.2 and 33.3 tell you when you can terminate your Service.

Clauses 11.1 and 31.1 give us the right to suspend or terminate your Service in certain circumstances.

Clause 31 gives us some immediate suspension and termination rights. We will only use these in the circumstances outlined in that clause.

Clauses 33.6 and 33.7 tell you about the Charges you must pay if your Service is terminated. In some circumstances, if you have a minimum term contract and it is terminated, you may be required to pay a Cancellation Fee. Clause 33.7 sets out circumstances in which you may be required to pay a Cancellation Fee.

- We use certain words that have special meanings and their definitions are set out in clause 47.
- If you have any questions about our SFOA, you should contact us.
- If you need to contact the Translating and Interpreting Services, please call 13 14 50.
- If you need to contact the National Relay Services, please call 13 36 77 or 1800 555 677.

1 About our SFOA

- 1.1 The SFOA is our standard form of agreement that you enter into with us when you either:
- a. sign an Application Form;
 - b. register for a Service; or
 - c. first access our Services and we accept you as a Client of Lumo Energy.

- 1.2 If a term in our SFOA is uncertain, then if it is reasonable in all the circumstances to do so, the interpretation that is most favourable to you, will apply.

- 1.3 Our SFOA is divided into 2 parts:

- a. the General Terms – which applies to all our Services and to all our Clients; and
- b. the Internet Terms.

In addition, your Services are subject to the terms of your Plan and the terms of any Offers you choose to take up. For the purpose of interpreting this SFOA, the terms of your Plan and the terms of any Offers you choose to take up are deemed to be part of our SFOA.

To understand your rights and obligations you must read these General Terms, the terms of your Plan and the terms of any Offers that you choose to take up, and if applicable, the Internet Terms, that relate to you and your Service.

- 1.4 If any term of any part of our SFOA conflicts with a term in another part of our SFOA, then the following order of precedence will apply in the event of any inconsistency:
- a. the terms of the applicable Offer;
 - b. the terms of your Plan;
 - c. the Internet Terms; then
 - d. the General Terms.
- 1.5 If a provision in our Internet Terms, a Plan or an Offer gives us the right to suspend or terminate your Service, then that right is in addition to our rights to either suspend or terminate your Service under these General Terms.

2 Making changes to our SFOA

- 2.1 From time to time, we may need to change the terms of our SFOA. For example, if one of our Suppliers changes the terms on which they supply services to us, or changes the functionality or nature of a service, or its underlying technology, we may need to change the terms on which we supply the Services to you. Consequently we do not offer to provide you with ongoing supply of a Service on the same terms and conditions as exist when we first commenced providing that Service to you. You acknowledge and agree that from time to time the nature of your Services and the terms on which we supply those Services may change. If we need to change our SFOA then we will give you Notice as set out in clause 2.2 below.
- 2.2 This clause 2.2 is subject to clauses 12.6 (international calls and roaming) and 12.7 (third party content and premium services).
- a. We will give you Notice of any changes to our SFOA at least 21 days prior to the date on which those changes are to take effect provided that if one or more of our Suppliers amends the contract between us and that Supplier and we choose to make a corresponding amendment to our SFOA, we will give you prior Notice of the change.

- b. If you demonstrate that the changes we propose to make to our SFOA will have a major detrimental impact upon Your rights under this SFOA, for example, the new changes cost you extra money or may unreasonably change the Services we initially offered you, then you may immediately terminate the affected Service or Services we provide you under this SFOA without incurring a Cancellation Fee or penalty, by giving us Notice to that effect within 42 days of you receiving Notice from us of the changes. You agree that if you do not give us Notice within the 42 day period, you are deemed to have accepted the changes to our SFOA from their date of effect and the amended SFOA will then govern the relationship between you and us from that date.
- 2.3 For the avoidance of doubt, our right to change the terms of this SFOA excludes any right to remove or change clause 2.2 without your consent (unless we are required by law to amend that clause or we amend that clause to your benefit, for example, to increase the period of Notice or your rights of termination under clause 2.2).

3 Becoming a Lumo Energy Client

- 3.1 When you apply for a Service with us, we decide whether to supply our Services to you, based on the following:
- the particular terms for that Service;
 - your eligibility for the Service;
 - its availability to you; and
 - your ability to meet our credit requirements.

4 Connecting your Service

- 4.1 The Client Service Guarantee requires us to connect standard fixed line telephone services (for example, your home telephone Service) within a particular timeframe. If the Client Service Guarantee applies to your Services, you may be entitled to receive financial compensation if we do not connect those Services within the timeframes specified by the Client Service Guarantee. A summary of our obligations under the Client Service Guarantee is available on our website at lumoenergy.com.au or by contacting us. For Services not covered by the Client Service Guarantee, we will connect your Service within a reasonable time.
- 4.2 We decide the route and technical means that we use to provide you with your Service.
- 4.3 For specified Services, we may provide you with Service Levels. If applicable, these Service Levels will be set out in the terms of the applicable Offer or the terms of your Plan. We may include in the terms of the applicable Offer or the terms of your Plan the consequences of us failing to achieve the Service Levels. We advise you to read any consequences carefully, as they set out our only liability to you for failure to reach the Service Levels.

5 Transferring legal responsibility for your Service

- 5.1 You are entitled to transfer the legal responsibility for your Service to another Person provided that you give us 14 days Notice and the Person that you wish to transfer your Service to meets the criteria for becoming an Lumo Energy Client as set out in clause 3 of this SFOA.

6 Business Clients

- 6.1 At times, we may need your consent to do certain things relating to the Services we provide to you. For example, to carry out maintenance and repairs, to vary the nature of your Service or to add a Service to your invoice. As long as we act in good faith, we can rely on the consent given by any of your employees who tell us they have the authority to give your consent.
- 6.2 If you are a Business Client, Government Client, Charitable Organisation or Non-Profit Organisation and have obtained our written consent, then you may appoint a third party to act on your behalf in relation to our SFOA and your Services. We will not withhold our consent unreasonably but we may withdraw our consent on reasonable grounds, relating to the third party's conduct. We will give you reasonable Notice before we do so.

7 Transferring your Service to us

- 7.1 If you transfer your Services to us from another Supplier, we may need to change any arrangements you have with that Supplier.
- 7.2 It is your responsibility to check the terms and conditions of any contract you have entered into with another Supplier and to check for any consequences of transferring your Service from them to us.
- 7.3 When you agree to transfer Services to us, you immediately authorise us to act on your behalf with your current Supplier so we can successfully transfer any of those Services.
- 7.4 It is your responsibility to pay your current Supplier any outstanding amounts owed to them under the contract you had with them. We are not responsible for any outstanding amounts you owe to your current Supplier or for any credit amounts owed to you by your Supplier.

8 Transferring your Service away from us

- 8.1 If at any time you transfer your Service away from us then, at the time you terminate your Services, you are liable to pay us any amounts that you owe us (for example, this may include all call charges, access fees and Cancellation Fees) by the due date shown on the appropriate invoice. In addition, you are still responsible for meeting your obligations under our SFOA relating to liability and indemnity.
- 8.2 After you have transferred your Service away from us, we may need to issue you with an additional invoice for any outstanding Charges due and payable to us and you will be obliged to pay that invoice.

9 Faults

- 9.1 We aim, but do not promise, to provide you with continuous or fault-free Services.
- 9.2 We may from time to time suspend any of the Services during any technical failure, modification or maintenance or or any other similar operational reason but in that event we will give you Notice, where reasonably practicable to do so, and try to resume the Services as soon as reasonably practicable. Please refer to clause 19.1 in relation to your rights and our obligations in respect of the timeframes for repair of faults.

10 Use for intended purpose

- 10.1 Our SFOA and/or the terms and conditions attached to a particular Service, Plan or Offer may state that a Service, Plan or Offer is provided to you for an intended purpose. You must only use the Service, Plan or Offer for the intended purpose.
- 10.2 From time to time, to ensure that certain Offers relating to our Services are sustainable, those Offers may be subject to conditions which aim to ensure reasonable usage of the Services. If an Offer is subject to any conditions, those conditions will be set out in the terms of the applicable Offer. You can obtain a copy of the terms and conditions of any of our Offers by visiting lumoenergy.com.au or by contacting us.

11 Security

- 11.1 If any of the circumstances set out in clause 11.2 apply, such that we have reasonable grounds to believe you are a credit risk, we may ask you to provide some form of security (for example, a security deposit), increase the frequency of the invoices we send you or ask you to pay some or all of the Charges for your Service in advance. If you do not provide the relevant security by the date requested, then we may refuse to provide you with the Service or may terminate a Service that we have been supplying provided we have given you Notice prior to the termination. These rights are in addition to our rights to suspend or terminate your Service under clause 31.1(n).
- 11.2 We have reasonable grounds to suspect you are a credit risk if:
- your Service has an unusually high volume or spend when compared to previous activity for that Service;
 - you fail to respond to our Notices about an unusually high volume or spend in relation to your Service; or
 - you fail to pay Charges on your current invoice by the due date and your invoice history shows a series of late payments, dishonoured payments or a failure to pay any outstanding Charges we have previously invoiced (excluding those Charges the correctness of which you have specifically and genuinely disputed in accordance with clause 12.2).
- 11.3 If you terminate all your Services, we will return the security deposit or advance payment to you, less any outstanding Charges.
- 11.4 Our acceptance of any form of security or advance payment will not affect any other terms of our SFOA.
- 11.5 Further information on security bonds and interim payments are available on our website at lumoenergy.com.au.

12 Charges

- 12.1 Our Plans and our Offers set out the Charges you must pay us for your Services. The Charges must be paid by the due date on the invoice. Sometimes you may have to pay particular Charges in advance in accordance with our Plans or our Offers. For example, for Fixed Line Services, we may invoice you the line rental fee one month in advance. We reserve the right to withdraw any discounts that you receive from us in connection with the supply of Services where payment is not received by the due date on the invoice. We may also charge you interest on overdue amounts calculated daily at the rate being 2% above the Commonwealth Bank of Australia's 90 day bank invoice rate, charged from the time that the amount became due until actual payment is made. You also agree to indemnify us against all costs and expenses incurred by us recovering any overdue amount from you.
- 12.2 If we send you an invoice that includes bundled charges for either or both electricity and gas services in addition to the Charges, then any payment that we receive from you may be used by us to firstly towards charges for electricity services and gas services and then finally towards the Charges for telecommunications services that are the subject of this SFOA.
- 12.3 If you dispute any Charges stated on your invoice, you must notify us of the disputed amount and the reasons why you dispute that amount before the due date for payment of the relevant invoice. You will not have to pay any amount which you have genuinely disputed in accordance with this clause unless, and until, the disputed amount is resolved in our favour. You must otherwise pay all Charges specified on your invoice by the due date. You agree to provide us with all further details regarding the disputed Charges where we reasonably request those details.
- 12.4 If you use our Override Code (1414) to access our Services, you are responsible for paying us any amounts that you may incur.
- 12.5 If another Supplier charges us in connection with the provision of Services to you, provided we comply with the other terms of this SFOA, we may pass on those Charges to you. For example, if our Supplier increases the amount it charges us for the line rental fee, then we may charge the increased amount to you provided that we have given Notice to you and afforded you a right to terminate the Services in accordance with clause 2.2 of this SFOA. However, as set out in clause 12.6 below, your right to Notice and to terminate under clause 2.2 does not apply to an increase in Charges for international calls, international roaming or third party content Services.
- 12.6 Due to the nature of international calls and international roaming and the arrangements under which these Services are supplied to Lumo Energy by third parties, the Charges for these Services are subject to change. To find out about the latest Charges for international calls and international roaming, visit lumoenergy.com.au or call us on 1300 11 5866. If you are affected by increases in our Charges for these Services, then we will tell you at least 3 business days beforehand by any method that we consider reasonable in the circumstances, including by personal notice or by publishing a notice in a national newspaper.

12.7 Due to the nature of third party content and premium services and the arrangements under which these Services are supplied to Lumo Energy by third parties, the Charges for these Services are subject to change. Information about the latest Charges for third party content and premium services can be obtained from the third party provider of such Services. If we provide these Services to you on a resale basis or if we incorporate or rely on such material as part of our Services, then we tell you about increases in our Charges for these Services at least 10 business days beforehand by any method that we consider reasonable in the circumstances, including by personal notice or by publishing a notice in a national newspaper. You will be able to elect not to use these Services, without additional cost. If we are re-invoicing third party content and premium services that have been supplied by a third party to you directly, then we may pass on any increase in the Charges for these Services without Notice to you and you may not terminate this SFOA under clause 2.2 due to such changes to these Charges.

13 Invoices

- 13.1 We issue invoices to you on a regular basis for the Charges you have incurred using the Services we have supplied to you. We may send our invoices to you electronically (if you choose and you are able to receive online invoices) or we may send you paper invoices via postal services. Unless we issue your invoices more frequently in accordance with clause 11.1, we will issue our invoices to you either monthly or quarterly and if we choose to make any changes to the frequency of your invoices, we will give you 30 days Notice.
- 13.2 We try to include all our Charges relating to a invoicing period in that particular invoice. However, if this does not happen, then any subsequent invoices may include any unpaid Charges.
- 13.3 In some circumstances, it may be a condition of a particular Plan that you are required to receive your invoices online. If you are unable to receive your invoices online, then we may Charge you an Administrative Fee for sending you a paper invoice or you may be required to select an alternative Plan. If, at any time after we begin to supply a Service to you on a particular Plan, we introduce an Administrative Charge because you do not receive your invoice for that Service online or you do not select an alternative Plan, you may immediately terminate the Services for which the Administrative Charge is introduced without incurring a Cancellation Fee or penalty in accordance with clause 2.2. Any such Administrative Fee will be set out in your Plan.
- 13.4 You can ask us for a paper copy of a past invoice we have issued to you and we will send you a copy, but if we do, we may charge you an Administrative Fee for printing and sending you a past copy of an invoice.
- 13.5 If you wish to dispute with us the correctness of Charges in a particular invoice, you must do so within 6 months of the relevant invoice's date. This does not affect any of your legal rights concerning incorrect Charges.

13.6 We may appoint an invoicing agent from time to time to issue invoices to you for the Charges, which you must pay as if issued by us directly. You agree that we may pass your personal information to any such invoicing agents to enable them to perform their obligations.

14 Direct Debit payments

- 14.1 In most cases you will be able to pay your invoices by Direct Debit. If you have chosen this payment method, then we will always provide you with an invoice (either paper or online, depending on the requirements of your Plan or the method you have opted for) before debiting the amounts owed to us. If you choose not to pay your invoice by Direct Debit, we may charge you an Administrative Fee as set out in your Plan.
- 14.2 In some circumstances, it may be a condition of a particular Plan that you are required to pay by Direct Debit. If you are unable to pay by Direct Debit then you may be subject to an Administrative Fee or may be required to select an alternative Plan. If, at any time after we begin to supply a Service to you on a particular Plan, we introduce an Administrative Fee because you do not pay by Direct Debit for that Service or you do not select an alternative Plan, you may immediately terminate the Services for which the Administrative Fee is introduced without incurring a Cancellation Fee or penalty in accordance with clause 2.2. Any such Administrative Fee will be set out in your Plan.
- 14.3 We will debit your nominated invoice on the invoice's due date unless you have notified us of a genuinely disputed amount on that invoice and the reasons why you dispute that amount before the invoice's due date.
- 14.4 If a Direct Debit is rejected by your financial services provider, then we may charge you an Administrative Fee (as set out in your Plan) for the costs of processing the rejected transaction.

15 Overdue or dishonoured payments

- 15.1 If you do not pay your invoice by the due date, we can charge you an Administrative Fee for collecting overdue amounts as set out in your Plan.
- 15.2 If you pay an invoice by cheque and that cheque is dishonoured, then you are liable to pay us an Administrative Fee as set out in our plans. If you pay an invoice by Direct Debit and there are insufficient funds in your invoice, then you are liable to pay us an Administrative Fee as set out in your Plan.
- 15.3 We have the right to recover any overdue amounts from you through various means including but not limited to: an automated telephone reminder service, debt selling, using mercantile agents or commencing legal action. We may engage the services of a third party supplier for the purposes of collecting overdue amounts and they may also use any of these means to recover any overdue amounts. We are entitled to recover reasonable costs reasonably incurred in recovering any overdue amounts in addition to the overdue amounts. We will notify you prior to taking any debt recovery actions that will result in further Charges to you.

16 Adjustments

- 16.1 We may round Charges payable by you up or down to the nearest whole cent (0.5 cents is rounded up). If you pay an invoice by cash, then we may round the amount payable by you to the nearest multiple of 5 cents.
- 16.2 We may pay you any amounts we owe you by deducting those amounts from any outstanding amounts you may owe us. If the Services provided under this SFOA are terminated, we will return any security deposit or advance payment to you less any Charges payable by you upon final settlement of your invoice.
- 16.3 If we require you to pay any Charges in advance (for example, the line rental fee) and the Charges are varied or the Service is terminated, then we will refund you any overpayment and you will pay us for any underpayment.

17 Credit Balances and Service Entitlements

- 17.1 If your Services are terminated for any reason, we will notify you of any amount owed to you by us by stating that amount as a credit on your final invoice. You may, by giving us Notice, claim a refund for the credited amount or elect to apply the credited amount to another Service we may supply to you. If you wish to do either of these things, please notify us within 90 days of receiving your final invoice from us.
- 17.2 If you have any Service Entitlements you can only use those Service Entitlements towards usage of the Services to which they relate and up until your invoice is terminated with us. No amount will be credited to you in lieu of any Service Entitlements. For example, if you have a Service Entitlement of \$5 for your mobile phone invoice, you can use this towards making \$5 worth of mobile phone calls while you are a Client of Lumo Energy. We will not give you cash or issue a cheque for any Service Entitlements if your Service is terminated.

18 GST

- 18.1 If GST applies or is introduced on any supply we make to you under our SFOA then you are required to pay the GST amount at the prevailing GST rate. The GST amount must be paid by you without deduction or set-off. We will issue you a Tax Invoice for any supply on which GST is payable.

19 Maintenance and repair

- 19.1 We will provide maintenance and support for all of our Services for as long as they are supplied to you. In addition, particular timeframes for repairing faults in standard fixed line telephone services are set out in the Client Service Guarantee. A summary of our obligations under the Client Service Guarantee is available on our website at lumoenery.com.au or by contacting us. If the Client Services Guarantee applies to your Services, you may be entitled to receive financial compensation if we do not repair faults within the timeframes specified by the Client Service Guarantee.
- 19.2 You are responsible for maintaining and repairing any Equipment that is at your Premises and that does not belong to us and you must carry out any maintenance or repairs on that Equipment that we reasonably ask you to do from time to time.

- 19.3 If your Equipment causes a fault in your Service, then we may charge you a call-out fee and/or any third party Supplier fees involved for rectifying the fault. This clause does not apply to Equipment which we have sold to you and which was faulty or defective at the time of sale or during any warranty period.

20 Causing interference

- 20.1 You must do what we reasonably tell you to do if your use of our Service interferes (or threatens to interfere) with the efficiency of our Network (this may include circumstances of you having inadequate capacity).
- 20.2 You must not interfere with or make unsafe our Service and will be responsible to make sure that the operation of our Services are not interfered with or made unsafe by a third party who you authorise to use the Service or who is otherwise under your reasonable control.

21 Power supply

- 21.1 You are responsible for paying the costs associated with any electricity supply needed for a Service at your Premises. You understand that a Service may not work if the electricity supply is cut.

22 Compliant Equipment only

- 22.1 You must only connect Equipment in connection with our Services that complies with the relevant technical and interconnection standards and other relevant requirements of the Australian Communications and Media Authority (ACMA). For example, for our Mobile Services, you must use our Network approved phones, a list of which can be obtained by contacting us. To find out about the Australian Communications and Media Authority's standards, visit its website located at acma.gov.au.
- 22.2 You must make any changes to your Equipment in connection with our Services, that we reasonably ask, in order to avoid danger or interference that your Equipment may cause.

23 Lumo Energy Equipment

- 23.1 You must use Lumo Energy Equipment in accordance with agreed procedures and any directions of Lumo Energy notified to you from time to time. You will ensure that the Lumo Energy Equipment is not damaged and remains in good condition, fair wear and tear excepted. You must notify us promptly on becoming aware of any damage to or malfunction of the Lumo Energy Equipment or that any Lumo Energy Equipment requires maintenance of any kind. We may, subject to giving reasonable notice and at our cost, change, modify, replace or remove the Lumo Energy Equipment in our absolute discretion, provided such change, modification, replacement or removal does not adversely affect our provision of the Services to you.
- 23.2 If we have provided any Lumo Energy Equipment to you then:
- unless you subsequently purchase that Lumo Energy Equipment, the Lumo Energy Equipment always remains the property of Lumo Energy or the supplier (as the case may be);
 - you will not enter into any agreement for the transfer, sale, mortgage, granting of any security interest or other dealing in connection with the Lumo Energy Equipment;

- c. you will not do anything or authorise anything to be done which might affect our ownership of the Lumo Energy Equipment;
 - d. you will not, without our prior written consent, remove or obscure any identification marks on the Lumo Energy Equipment;
 - e. you will comply with all reasonable instructions we give you to protect our ownership of the Lumo Energy Equipment; and
 - f. you will only use Lumo Energy Equipment at the location stipulated by us and will not part with possession of the Lumo Energy Equipment except to provide it to us.
- 23.3 You bear the risk of loss or damage to the Lumo Energy Equipment from the date of delivery of such equipment to your premises or when you pick it up and you indemnify us in respect of any such loss or damage save to the extent that the loss or damage was caused by us, our employees or agents or was the subject of fair wear and tear.
- 23.4 Lumo Energy may charge you, in accordance with our standard time and material rates and terms, for any repair, maintenance or replacement of Lumo Energy Equipment which is required due to events other than normal wear and tear or due to the acts or omissions of us, our employees or agents including, but not limited to:
- a. acts of God (for example, fire or tempest), provided that the charge will be no more than the total cost for any such repair, maintenance or replacement of the Lumo Energy Equipment (as appropriate);
 - b. any negligent act or omission, or act of willful damage or interference by a party other than us, our employees or agents;
 - c. any failure or fluctuation of the electrical power supply to that equipment, or any external electromagnetic interference, or any failure of air conditioning and humidity control for that equipment; or
 - d. the performance of maintenance services by a person other than us.
- 23.5 You will ensure that the Lumo Energy Equipment, and any other equipment, facilities and connections which you use in connection with receiving the Service(s), is not altered, maintained, repaired or connected to, or disconnected from, any power source or line except by us or our authorised contractors unless we otherwise permit in writing.
- 23.6 You will make available an adequate power supply and environment (including air conditioning) for the operation of any Lumo Energy Equipment used in the provision of the Service(s).
- 23.7 You are liable to pay us on demand any cost and/or expenses incurred in repairing or replacing the Lumo Energy Equipment, or other property owned by us or for which we are liable, which is damaged or destroyed as a result of connection to your network, save to the extent caused by an act or omission of us, our employees or contractors.

- 23.8 If any charge is payable for your purchase or use of the Lumo Energy Equipment, You will pay that charge in accordance with clause 12 of our SFOA.
- 23.9 If your Service is terminated, you will be required to return to us or to the relevant Supplier, any Lumo Energy Equipment that you previously used in connection with our Service, or you must allow us to recover that Equipment from you.
- 23.10 If you fail to return that Equipment to us or to the relevant Supplier or fail to enable us to gain access to your Premises to recover it, we will charge you for the replacement value of the Equipment, provided that we have given you reasonable Notice of your failure to return the Equipment or failure to enable us to gain access to your Premises.

24 Accessing your Premises

- 24.1 We may need to gain access to your Premises from time to time. You agree to provide us with safe access to your Premises so we can:
- a. install Equipment for a Service you have asked for;
 - b. inspect, test, maintain, repair or replace Equipment;
 - c. recover our Equipment after your Service with us is terminated;
 - d. repair or restore the Services or a network; and
 - e. exercise our rights under our SFOA.

25 Owner's permission

- 25.1 If you do not own your Premises, you agree to seek the owner's permission to provide us with safe access to your Premises so we can:
- a. install Equipment for a Service you have asked for;
 - b. inspect, test, maintain, repair or replace Equipment;
 - c. recover our Equipment after your Service with us is terminated, and you promise us that you have obtained that permission; and
 - d. repair or restore the Services or a network; and
 - e. exercise our rights under our SFOA.

You indemnify us against (and must pay us for) any claim the owner makes against us relating to our entering your Premises in accordance with paragraphs (a) to (e) without the owner's permission.

26 Telephone Numbers

- 26.1 The Telecommunications Numbering Plan sets out rules for issuing, transferring and changing telephone numbers.
- 26.2 We do not confer any ownership or legal interest or goodwill in any telephone number issued to you. You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

27 Transferring your telephone number to another user

27.1 If we issue you a telephone number, then you need to obtain our consent if you wish to transfer the telephone number to another Person for use by that Person instead of you.

28 Your responsibility

28.1 You are responsible and liable to pay for any use of your Service, whether or not you have authorised it. In addition, it is your responsibility to disconnect any fixed Service you have when you leave your Premises. If you do not disconnect your fixed Service, then you are responsible to pay for any use of that Service by later occupants or others. We therefore strongly recommend that you consider taking measures to protect yourself from any unauthorised use of your Service.

28.2 Any Person who uses your Service or allows someone else to use it after you have vacated your Premises may be jointly and individually liable with you for any Charges relating to that use.

28.3 If you move from your Premises or your contact or invoice details change, you must tell us as soon as reasonably possible.

28.4 You agree to adhere to Lumo Energy's operational procedures and technical specifications and any other reasonable directions given by us in relation to your obligations under our SFOA.

29 Excessive and unusual use

29.1 We do not promise to monitor your Service for excessive or unusual usage. However, if we notice that your Service is being used in an excessive and unusual way, we may suspend your Service to prevent you incurring unexpected Charges. We will use reasonable steps to contact you prior to the suspension of the Service. Excessive and unusual use may include but is not limited to the following examples:

- a. if you have a call that remains connected for an unusually long period of time;
- b. where an unusually large volume of calls to premium-rate or international Services are being made from your Service; or
- c. excessive use of data and messaging Services.

29.2 If we do suspend your Service in accordance with this clause 29, then you are still liable to pay us any Charges incurred for any excessive or unusual usage.

30 Breaching laws or regulations

30.1 You must not use any of our Services to breach any laws or regulations or allow anybody else to do the same. If you use, or you allow someone else to use, our Service to breach any laws or regulations, then you must indemnify us for any loss or expense that we suffer.

30.2 In particular, you must not use the Services or permit any other Person to use the Services to:

- a. menace or harass or incite hatred against any Person; or
- b. intentionally cause damage or injury to any Person or property; or

- c. expose us or any of our Suppliers to the risk of any legal or administrative action including prosecution under any law, or do anything which could bring us or any of our Suppliers into disrepute;
- d. publish any material that is illegal or defamatory, a breach of copyright or confidentiality, or which may promote others to engage in illegal or defamatory activities; or
- e. infringe any Person's Intellectual Property rights.

31 Suspending or terminating your Service

31.1 We will take all reasonable steps in the circumstances to notify you before we suspend or terminate a Service, and if we are unable to give you Notice we will attempt to contact you by telephone. We can suspend or terminate a Service (as the circumstances require) if:

- a. we are allowed to under another provision of this SFOA;
- b. you materially breach our SFOA (provided that notwithstanding the foregoing, we are in such event, not required to provide you with any prior notice of suspension or termination);
- c. we reasonably believe it is necessary to do so, in order to maintain, repair or restore the Service, or any part of our Network, or for other similar operational reasons;
- d. we cannot enter your Premises to install, inspect, repair, maintain, replace or remove any Equipment or Facility connected with the Service;
- e. there is an emergency;
- f. the law allows or requires us to do so;
- g. we have reasonable grounds to believe that providing the Service to you is illegal;
- h. one or more of our Suppliers terminates or suspends a service to us that impacts that Service (provided that in such event, we provide you with not less than 30 days Notice and you shall not incur a Cancellation Fee or penalty);
- i. we have reasonable grounds for suspecting fraud, attempted fraud or other illegal conduct by you or any other Person using your Service;
- j. you vacate your Premises to which a fixed line Service is supplied;
- k. we are no longer able to contact you using the contact or invoice details you have provided to us;
- l. you die and we reasonably believe that we are unlikely to receive payment for amounts due and payable;
- m. you cannot pay your debts as they become due and payable, you become bankrupt or Insolvent or subject to a petition in bankruptcy, winding-up order or similar insolvency event or we have reasonable grounds to believe that you are likely to become so; or

- n. we have reasonable grounds to believe that you represent a credit risk in relation to your Service. We have reasonable grounds to suspect you are a credit risk if:
 - o. your Service has an unusually high volume or spend when compared to previous activity for that Service;
 - ii. you fail to respond to our Notices about an unusually high volume or spend in relation to your Service; or
 - iii. you fail to pay Charges on your current invoice by the due date and your invoice history shows a series of late payments, dishonoured payments or a failure to pay any outstanding Charges we have previously invoiced (excluding those Charges the correctness of which you have specifically and genuinely disputed in accordance with clause 12.2).
- 31.2 If you fail to pay any amounts due and payable under the SFOA by the invoice due date, and still fail to pay after we issue you with Notice in the form of a service disconnection notice requiring payment of the outstanding amount, we may terminate, suspend or limit the provision of your Service from the date stated in the service disconnection notice. This clause does not apply to amounts you have genuinely disputed prior to the due date for payment of the relevant invoice in accordance with clause 12.2 and that have not been resolved in our favour.

32 Consequences of suspending or terminating your Service

- 32.1 If we suspend or terminate a Service or part of a Service, you are liable to pay all outstanding amounts incurred by you prior to the Service being suspended or terminated, other than amounts you have genuinely disputed prior to the due date for payment of the relevant invoice in accordance with clause 12.2 and that have not been resolved in our favour. In addition, you are still responsible for meeting your obligations under our SFOA relating to liability and indemnity.
- 32.2 We can ask you to pay a reconnection Charge as set out in your Plan before we agree to reconnect a Service that has been suspended or terminated due to your breach of this SFOA.

33 Terminating Services

- 33.1 Either of us may terminate a Service provided under this SFOA without cause, by giving the other party not less than 30 days Notice.
- 33.2 You may terminate a Service provided under this SFOA immediately if you are transferring that Service away from us to another Supplier or you vacate your Premises where you had a fixed Service and do not wish to or we are not able to transfer that Service to other Premises.
- 33.3 Subject to any other express rights or obligations either of us may have under this SFOA, either of us may terminate a Service provided under this SFOA immediately on giving the other party Notice, if the other party materially breaches this SFOA.

- 33.4 If a Service provided under this SFOA is terminated, you must pay all outstanding Charges, including any Cancellation Fees, which are payable in accordance with the terms of this SFOA for supply of the relevant Service. If you validly terminate a Service for our material breach or in accordance with clause 2.2:
- a. we will refund any network access Charges which you have paid in advance for that Service, prorated from the date you terminate the Service; and
 - b. we will not charge you a Cancellation Fee;
 - c. clause 33.9 will apply to your payment of any outstanding amount for any Equipment.
- 33.5 If you terminate a Service provided under this SFOA after the required statutory "cooling off period" but before we have provided you with the Service, then we may charge you for any reasonable costs we have incurred in preparing to provide you with the Service. For example, our costs may include the costs of professionally installing broadband.
- 33.6 If a Service provided under this SFOA is terminated for any reason, including by you in accordance with clause 2.2, you will be required to pay the following Charges:
- a. usage and network access Charges incurred up to the date the Service was terminated; and
 - b. any outstanding amounts that cover installation costs or Equipment as stated in the relevant Plan or Offer (for example, any outstanding payments for your mobile handset), provided that if you terminate in accordance with clause 2.2, you will only be required to pay the outstanding amounts for Equipment we have provided or installed if that Equipment may be used by you to obtain services from another service provider (for example, if you are able to use your mobile handset to obtain a service from another service provider). Please refer to clauses 33.8 and 33.9 regarding when you must pay outstanding amounts for Equipment.
- 33.7 If you and we have agreed that you will acquire a Service from us for a minimum term (for example, 12 months), and you terminate that Service without cause in accordance with clause 33.1, or we terminate that Service for cause in accordance with our termination rights under this SFOA due to acts or omissions by you, you will be liable for:
- a. the Charges set out in clause 33.6; and
 - b. any Cancellation Fee. Details of the Cancellation Fee (if applicable) are set out in the terms of the applicable Offer or the terms of your Plan; and
 - c. an early Cancellation Fee to cover our administrative costs (if such a fee was stated as part of the Plan or Offer).
- 33.8 If you are required to pay an outstanding amount for any Equipment in accordance with clause 33.6(b) because:
- a. we terminate a Service due to your breach of the terms of this SFOA; or

- b. you terminate a Service without cause, then you must pay the outstanding amount by the due date shown on the appropriate invoice.
- 33.9 If a Service provided under this SFOA is terminated for any reason other than the reasons listed in clause 33.8, and you are required to pay an outstanding amount for any Equipment in accordance with clause 33.6(b), you may, at your option, either pay the entire outstanding amount within 30 days of termination or continue to pay in instalments in accordance with your existing instalment plan. However, if at any time after termination, you fail to pay any amount due under any instalment plan by the due date, Lumo Energy reserves the right to require you to pay all outstanding amounts within 30 days of the missed due date.
- 33.10 If all your Services provided under this SFOA are terminated, then this SFOA will also terminate on the date of termination of those Services.

34 Death, personal injury or property damage

- 34.1 If we are negligent in our supply of Services to you and our negligence in supplying Services causes personal injury, death or damage to your property we will be liable for our negligence.

35 Terms implied by law

- 35.1 Certain laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded (for example, that services must be provided with due care and skill and goods must be reasonably fit for their purpose and be of a certain quality). In the event that a term, condition or warranty is implied into our SFOA and we breach that implied term, condition or warranty then, subject to clause 35.2, we accept liability for that breach.
- 35.2 Where we are permitted to limit our liability, our liability for breach of a term, condition or warranty implied into our SFOA by law will be limited (at our option) to:
- a. in the case of goods, repairing the goods, replacing the goods or supplying equivalent goods, or paying you the cost of that repair, replacement or equivalent supply; and
 - b. in the case of services, resupplying the services to you or paying you the cost of having the services resupplied. The limitation and exclusion in this clause 35.2 does not apply;
 - c. to goods or services which are of a kind which are ordinarily acquired for personal, domestic or household use; or
 - d. if it would be unconscionable or not fair and reasonable for us to limit our liability as stated in this clause 35.2. We exclude all terms, conditions and warranties that, in the absence of this clause, would otherwise be implied into this SFOA, except to the extent that such exclusion is prohibited by law.

36 When we are not liable

- 36.1 We are only liable to you in the circumstances set out in clauses 19.1, 34 and 35. Otherwise, we are not liable to you in contract, tort (including negligence) or otherwise, for any loss or damage incurred by you. For example, we are not liable for any loss of profits or anticipated savings, economic loss, loss of data or any indirect or consequential damages that may be suffered by you.

- 36.2 In addition, we have no liability to you or to any other Person for:
- a. acts or defaults of Suppliers who provide services directly to you for use in connection with the Services;
 - b. faults or defects in services or software which are caused to any material extent by your own conduct or misuse;
 - c. any fault in equipment, software or any network unit which does not form part of the network owned or operated by Lumo Energy or any of our Related Bodies Corporate or any Supplier;
 - d. damage due to causes external to the facilities used by us or our Suppliers;
 - e. interference;
 - f. planned outages;
 - g. faults or defects that arise in telecommunication services not provided under our SFOA which are due to incompatibility with the Services;
 - h. the acts or omissions of any third party other than suppliers which have been engaged by us for the purpose of supplying or maintaining a Service supplied to you;
 - i. faults or defects in Services which are caused by Your own conduct or misuse;
 - j. faults or defects that arise in telecommunications services provided to you other than in connection with our SFOA;
 - k. faults or defects in the Services that arise due to equipment or cabling owned or leased by you or otherwise in your control (other than Lumo Energy Equipment where you have complied with your obligations under our SFOA); or
 - l. faults or defects in the Services that arise due to failure by you or any third party (other than a contractor or agent engaged by us or our Suppliers) to appropriately maintain any equipment or cabling relevant to the supply of the Services.
- 36.3 We will not be liable for failing to comply with our SFOA if an event occurs that is beyond our control, for example an explosion, natural disaster, earthquake, war (declared or undeclared) or act of God.
- 36.4 The limitations stated in this clause 36 do not apply to the extent that they are contrary to law.

37 Your liability to us

- 37.1 If you and one or more others are the Client for a Service, each of you will be jointly and individually liable for all Charges and any other obligations relating to the Service.
- 37.2 Unless expressly stated elsewhere in this SFOA, you are not liable to us in contract, tort (including negligence) or otherwise, for any indirect loss or damage incurred by us. For example, you are not liable for any loss of profits or anticipated savings, economic loss, lost data or any indirect or consequential damages that may be suffered by us.

37.3 You indemnify us and our suppliers (including their Related Bodies Corporate) against (and must pay us for) any reasonable costs (including but not limited to legal costs) that we and our suppliers (including their Related Bodies Corporate) may reasonably incur or any loss or damage that we and our suppliers (including their Related Bodies Corporate) may suffer in relation to:

- a. any breach by you of clause 30 of our SFOA;
- b. the transmission of any illegal, fraudulent or offensive material by You;
- c. any willful, unlawful or negligent act or omission by You;
- d. your negligence in relation to your use of the Services if your use of the Services causes personal injury or death;
- e. your negligence in relation to your use of our Services if that use causes damage to tangible property; or
- f. any damage to Facilities or Equipment that is owned by us and that is on your Premises, other than damage that is caused by an event beyond your control, for example an explosion, natural disaster, earthquake, war (declared or undeclared) or act of God.

37.4 The limitations stated in this clause 37 do not apply to the extent that they are contrary to law.

38 Limitation of Liability

38.1 Where either you or us is liable to pay the other any damages, refunds, rebates or other compensation under this SFOA ("Compensation") the following applies, to the extent permitted by law:

- a. subject to clause 4.3, the maximum combined amount of Compensation we will have to pay you, and anyone else who uses any Services provided to you, is the sum of the Charges paid or payable by you in the 12 month period preceding the date of the event that gave rise to the claim;
- b. the maximum amount of Compensation you will have to pay us is the sum of the Charges paid or payable by you in the 12 month period preceding the date of the event that gave rise to the claim, save in respect of outstanding Charges (including any Cancellation Fees), where your maximum liability will be the sum of all Charges payable by you under this SFOA;
- c. the amount of Compensation that either of us has to pay the other will be reduced to the extent that the event giving rise to the obligation to pay Compensation has been caused or contributed to by the other.

38.2 The limitations stated in this clause 38 do not apply to the extent that they are contrary to law.

38.3 If you are a Business Client acquiring a Service for resale and/or have an annual Services spend under this SFOA of more than \$20,000, then the indemnity in clause 37.3 is not limited by your liability cap in clause 38.1, to the extent permitted by law.

39 Privacy and the confidentiality of your information

39.1 We respect your privacy. To assist us in the provision of energy and other products and services to you we may need to collect personal information about you. We may also disclose your information to other parties including debt collecting agencies, regulatory or government authorities and authorised representatives.

39.2 We may also send you information regarding special promotions or offers which may include offers to supply you with electricity or gas, either separately or in combination. If you do not want us to send you any of this material please let us know.

39.3 We will not use information provided by you to us in a manner inconsistent with the Privacy Act 1988, the National Privacy Principles or any other relevant laws or guidelines.

40 Special Assistance

40.1 If you have language difficulties, Lumo Energy uses the Australian Translating and Interpreting Services, which can provide an interpreter for you. You or a nominated Person will need to inform the call centre in English of your language needs and the call centre Person will arrange an interpreter for you. Alternatively you can contact the Translation and Interpreter Service on 131 450.

40.2 If you have a hearing impairment you should contact the National Relay Service who can be contacted on 13 36 77 and who will assist you in making your call to Lumo Energy. The National Relay Service has different numbers for different needs and therefore, you should consult your directory to obtain the number that best meets your needs.

40.3 Lumo Energy may be able to provide you with specialised Equipment to assist you with certain needs, such as a hearing impairment. Your needs will need to meet certain eligibility criteria and you should contact us to discuss your special needs requirements.

40.4 If you have any difficulties in explaining your situation to our call centre staff, for example you are experiencing financial difficulties, you have the option to obtain the services of a client advocate who will act on your behalf. Please consult your directory to obtain an advocate who can meet your needs. You must be in a position to give authority to the call centre Person in order to discuss your needs with the client advocate. This authority can be given either verbally or in writing. If you have genuine financial hardship and you have contacted us using the services of a client advocate, we will be able to assist you with payment plans and, where appropriate, enhanced rights to terminate this SFOA.

40.5 If you are acting or want to act under a power of attorney, you will need to fax the power of attorney to Lumo Energy and the invoice number and name to which the power of attorney applies. We will record a note on our system that there is a power of attorney over that invoice.

41 Priority Assistance

- 41.1 We reserve the right to offer you Priority Assistance if you have a life threatening medical condition. There are however, eligibility criteria and you should call us to discuss your situation and requirements in order to determine Priority Assistance. Information on Priority Assistance and eligibility criteria are available on our website at lumoenergy.com.au.

42 Assignment

- 42.1 We may assign our rights and obligations under this SFOA to:
- a Related Body Corporate (being a company within our corporate group);
 - one of our service providers for the purposes of outsourcing and resupplying our Services to you; and
 - a purchaser of the applicable part of our business,
 - on the condition that the assignee provides the Services to you on the same terms and conditions as we provide them to you.
 - We will give you 30 days prior Notice of any assignment.

43 Severance

- 43.1 If any term (or part of a term) in our SFOA is void or unenforceable, that term (or part) will be taken to be removed and cease to form part of our SFOA. However, the remaining terms will continue to have full force and effect.

44 Entire Agreement

- 44.1 This SFOA contains the entire understanding between you and us to the exclusion of any prior or collateral agreement or understanding of any kind relating to a Service.

45 Waiver

- 45.1 The failure by either of us to exercise any right or remedy under this SFOA in a timely manner will not constitute acceptance of the matter which gave rise to the right or remedy, nor either or our waiver of such right or remedy.

46 Governing Law

- 46.1 The agreement between you and us will be governed by the law of the State or Territory which you state to be your State or Territory of residence in the Application Form.

47 Definitions

- 47.1 In the General Terms of our SFOA, the following words and abbreviations have the following meanings and apply to our Internet Terms:

Administrative Fee means the various fees charged by Lumo Energy to a Client to cover its reasonable administration costs. The Administration Fees are set out in our plans.

Application Form means a Lumo Energy application for Services whereby you have either: signed a form; given a verbal voice recording; registered online; or subscribed to our Services by any other means that we may provide to you for that purpose, from time to time. Business Client means any Client who we reasonably believe carries on a business, and includes:

- an individual whose White Pages entry incorporates a business reference; or
- a company incorporated under the Corporations Act 2001 (Cth) or any other body corporate; partnership or legal entity which has an ACN or an ARBN/ABN to which we agree to supply Services; and
- an association or club (whether incorporated or unincorporated) that is not a Non-Profit Organisation or Charitable Organisation.

Business Day means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in New South Wales, excluding Saturdays and Sundays.

Cancellation Fee means the Cancellation Fee or termination charge which may be payable on cancellation of the Service. Details of any Cancellation Fee are set out in the terms of the applicable Offer or the terms of your Plan.

Confidential Information means any information relating to a Service, the design or operation of the Network and/or any other technical information relating to the provision of Services which, by its nature, or by the circumstances of its disclosure to the recipient by the holder of the information, is or could reasonably be expected to be regarded as confidential.

Charge means a charge related to a Service as referred to in the General Terms, Internet Terms, terms of a Plan or terms of an Offer.

Charitable Organisation or charity means an organisation that is endorsed by the Commissioner of Taxation as a deductible gift recipient under Subdivision 30-BA by reason of being a public benevolent institution under item 4.1.1 of the table in section 30-45 of the Income Tax Assessment Act 1997.

Credit Card means any credit or charge card accepted by us as a form of payment for any Charges for our Services, from time to time.

Client means a Person who enters into our SFOA for a Service (including for supply of that service to another Person) or who otherwise acquires a Service from us.

Client Service Guarantee means the Telecommunications (Client Service Guarantee) Standard 2000 (No. 2) as amended by the Australian Communications and Media Authority (ACMA) from time to time, a copy of which is available from the ACA's website at acma.gov.au.

Direct Debit means the regular payments that you authorise to be debited (withdrawn) directly from your bank invoice or may be the regular payments that you authorise to be directly debited on your Credit Card.

Equipment means any equipment that you use that is necessary for the use of a Service.

Facility has the same meaning as under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

Fixed Line Services means a landline telephone service that enables a Client to make local and/or long distance calls.

Government Client includes all federal, state, territory and local government departments, authorities, agencies and businesses.

GST means the tax introduced by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

Insolvent means having a receiver, manager, administrator, provisional liquidator or liquidator appointed to you.

Intellectual Property means all rights conferred under statute, common law and equity in and in relation to trade marks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, confidential information, know-how and trade secrets and all rights and interests in them or licences to use any of them.

Network means our “telecommunications network” as defined under the Telecommunications Act 1997.

Non-Profit Organisation means an organisation that does not operate for profit and includes:

- a. government and non-government schools, preschools, kindergartens and child-care centres; and
- b. sporting, social, cultural and community clubs and groups that are operated substantially by their members, players or their parents,
- c. but does not otherwise include government departments, business or agencies.

Notice in relation to us providing you with the relevant information means:

- a. delivering the information to you in person;
- b. sending the information by pre-paid post to the address listed in our records for you;
- c. transmitting the information to your email address if you:
 - i. have an email address; and
 - ii. have given us your consent to send information to that address; or
- d. including the information on, in or with your invoice (for example a newsletter), including an invoice made available to you online via our website, provided you have consented to receiving the invoice in that format.

If you have agreed to receive your invoice online at a stated email address, that agreement will be deemed to be consent to receive Notices from us at that same email address, including any messages or Notices we send you regarding your credit with us.

Notice in relation to you providing us with notice means:

- a. delivering the information to us in person;
- b. sending the information by post to an address stated by us; or
- c. telephoning us with the information, provided we give our consent that this constitutes notice.

Offer means a special service offering that we may make available from time to time to eligible Clients.

Override Code means the Lumo Energy “1414” access number, which enables Persons not yet preselected to Lumo Energy, to access Lumo Energy’s Services.

Person means, as the context requires, a natural person, body corporate, unincorporated body or other legal entity and includes a reference to that person’s executors, successors, attorneys and assignees. Plan means the specific plan that you subscribe to for the use of a Service.

Premises means any land, building, structure, vehicle or vessel, whether owned, leased or occupied by you, containing Equipment or a Service, or to which a Service is supplied.

Privacy Policy means our privacy policy, which sets out how we collect and use your personal information. You can access our privacy policy by visiting our website lumoenery.com.au or you can receive a hard copy by contacting us on 1300 11 5866.

Priority Assistance means that we will give you priority to action any line fault on your invoice or any relocation or new connection request on your invoice.

Related Body Corporate has the meaning given by section 50 of the Corporation Act 2001(Cth).

Service or Services means any Lumo Energy telecommunication service subscribed for by a Client and includes any goods or Equipment provided in connection with a Service.

Service Levels means the levels (if any) at which we are required to provide a Service. Service Entitlements include but are not limited to, for example, the included minutes with your Mobile Service Plan or the download entitlement included with your Internet Plan or any other service credits included as part of your Service from time to time.

Suppliers means other carriers, telecommunications service providers, software or Equipment suppliers.

SFOA means this standard form of agreement, which includes the General Terms and the Internet Terms depending on which Services you have subscribed to.

Tax Invoice means the definition given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997, which established a framework for the numbering of carriage services in Australia, for further information please visit the Australian Communications and Media Authority’s website at acma.gov.au

Lumo Energy Equipment means any equipment owned by Lumo Energy or any one or more of its Suppliers and/or provided by Lumo Energy to you for use in connection with the Services, other than equipment supplied to you by Lumo Energy for outright sale.

Lumo Energy Standard Form of Agreement - Internet Terms

Important information:

Some of the terms in our Internet Terms of our SFOA have important consequences for you. Please read them carefully.

In particular you should be aware of the following clauses: Clause 51 tells you how we will not be liable for any loss or damage arising from the provision or failure to provide you with your Service.

Clause 52.1 tells you whether or not we are able to offer you the Broadband Service.

Clause 54 tells you about the installation process for use of your Broadband Service at your Premises.

Clause 57 tells you what you must do if you want to relocate your Broadband Service to new Premises and whether or not you would be able to.

Clause 58 tells you about the Back Up Dial-Up Service.

Clauses 63 tells you about your Dial-Up Service.

Our General Terms apply to your Internet Service as well as these Internet Terms. Please read the General Terms and note in particular the following terms:

Clause 2 tells you how we can change our SFOA.

Clause 2.2 explains that you have the right to terminate your Service with us if we make a change to our SFOA that is detrimental to you.

Clause 11 tells you that in some circumstances we may ask you to provide some form of security if we have reasonable grounds to believe you are a credit risk.

Clause 12 tells you how we Charge you for our Service.

Clauses 14 and 15 tell you how you can pay us for our Service.

Clause 15 tells you what we can do if you do not pay your invoices by the due date.

Clause 16 tells you what we can do if, for example, you do not pay your invoices by the due date.

Clause 29 tells you how we can suspend or terminate your Service for excessive or unusual use.

Clauses 33.1, 33.2 and 33.3 tell you when you can terminate your Service.

Clauses 11.1 and 31.1 give us the right to suspend or terminate your Service in certain circumstances.

Clause 31.2 gives us the right to suspend or terminate your Service in certain circumstances. We will only use these in the circumstances outlined in those clauses.

Clauses 33.6 and 33.7 tell you about the Charges you must pay if your Service is terminated.

*Certain words used in the Internet Terms have special meanings and their definitions are set out in clause 47 of our General Terms or in clause 17 of the Internet Terms.

48 About our Internet Terms

- 48.1 This is our Internet Terms section of our SFOA and applies to our Broadband and Dial-Up Internet Services.
- 48.2 The General Terms of our SFOA, our Internet Acceptable Use Policy, the terms of your Internet Service Plan and the terms of any Offers you have taken up also apply.
- 48.3 You must comply at all times with our SFOA, our Internet Acceptable Use Policy and all laws and obligations, including licence conditions applicable to the Software and its use.
- 48.4 If a term of our Internet Acceptable Use Policy conflicts with a term of either the Internet Terms or the General Terms, then our Internet Acceptable Use Policy will apply to the extent of any inconsistency. In relation to the Software, the licence conditions for that Software (as accepted by you in accordance with clause 13.2 of these Internet Terms) will take precedence over all other terms, to the extent of any inconsistency.
- 48.5 You acknowledge that we may at any time amend the Internet Acceptable Use Policy or cancel the Internet Acceptable Use Policy and introduce a replacement Internet Acceptable Use Policy and such amendment, cancellation or replacement shall be binding on you on and from the date that it is published on our web site.
- 48.6 You must comply with all reasonable directions and instructions from us in relation to the use of the Service, including any "take down" notices in connection with the Internet Acceptable Use Policy.
- 48.7 Without prejudice to our other rights under this Agreement, we may immediately remove, amend, alter, or disclose to appropriate regulators or law enforcement agencies any data in respect of the Services (Client Data):
- a. if there has been a breach of the Internet Acceptable Use Policy; or
 - b. upon Lumo Energy or any of our subcontractors for the provision of the Services:
 - i. being served with any court order, judgment, decree, determination or otherwise of any governmental agency that the Client Data is illegal, offensive, objectionable or in breach of a third party's rights; and
 - ii. if directed to do so by the Australian Communications and Media Authority under a "take down notice" in accordance with obligations under the Broadcasting Services Act 1992 (Cth).
- 48.8 You indemnify us against all loss, damage, cost and/or expense (including legal costs assessed on a solicitor client basis) arising from any claim or action by a third party against us in connection with:
- a. your compliance with any "take down notice" issued by us in connection with the Internet Acceptable Use Policy;
 - b. the removal of Client Data in accordance with paragraph 1.7; and
 - c. any malfunction, cessation or interruption of the supply of the Services or any of its component parts.

49 Charges

- 49.1 You must pay for your Internet Service in accordance with this clause 2 and the terms of your Internet Service Plan.
- 49.2 Charges will start to accrue from the Initial Invoice Date.
- 49.3 In addition to charging you for your use of the Internet Service, if you have a Broadband Service we will also charge you for a number of ancillary Services, such as connecting, initiating, installing or cancelling your Internet Service. Our Charges for the ancillary Services are set out in your Broadband Service Plan.
- 49.4 You are responsible for all activity and usage of your Internet Service and responsible for payment of all usage related to your Internet Service under your user names and passwords, including any content provider's charges (whether authorised or not). Any Internet Service misuse as a result of your disclosure of user names and passwords is your responsibility.

50 Use of your Internet Service

- 50.1 The equipment you use to access your Internet Service (for example, your computer) must meet the system requirements published by us on Our Website from time to time.
- 50.2 You must not disclose to anyone the user names and passwords that we provide to you in relation to your Internet Service. You must immediately Notify us of any unauthorised use of your user names or passwords as soon as you become aware of such use.
- 50.3 You acknowledge that the Internet is not a secure and confidential method of communication and that your use of the Internet to send and receive data is at your own risk.
- 50.4 You agree that you or another responsible adult will monitor any use of your Internet Service by anyone that is under the age of 18 years. We are not responsible for any content that may be accessed using the Internet Service.
- 50.5 You acknowledge that you do not acquire any Intellectual Property Rights in your Internet Service or any content provided as part of your Internet Service unless expressly licensed or authorised by the owner of that Intellectual Property.
- 50.6 You agree that we may monitor your use of your Internet Service to ensure that you comply with our SFOA and our Internet Acceptable Use Policy. We may investigate any misuse of your Internet Service, in conjunction with relevant law enforcement agencies if required.
- 50.7 If your use of your Internet Service results in loss to other users or us, you may be liable to pay compensation.
- 50.8 You acknowledge that the included web space, which may be made available to you with your Internet Service, is for non-commercial use only and on the terms and conditions set out in our Internet Acceptable Use Policy.
- 50.9 You acknowledge that the terms of your Internet Service Plan or Offer may contain limits on the use of your Internet Service, for example monthly download entitlements. You should refer to the Internet Service Plan or Offer to confirm such limits.

- 50.10 You acknowledge that we do not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed through use of the Internet Service and that we are not responsible in any way for the nature, content and form of that material, access to that material or use of that material.
- 50.11 You acknowledge that we will not be responsible for ensuring that any material sent or received by means of the Internet Services is sent or received correctly. You acknowledge that the Internet Services are "Internet" grade products only and that successful data transport using them is not guaranteed.
- 50.12 You must comply with all reasonable instructions given by us to protect the integrity of the Lumo Energy Network and/or in relation to the Internet Service.
- 50.13 You must not do anything or allow anything to be done with any Internet Equipment that might affect the integrity of the Lumo Energy Network.
- 50.14 We may, at any time, issue written notice to you requiring the change, replacement, maintenance or removal of any Internet Equipment on 2 Business Days' notice where reasonably practicable, and you must use best endeavours to procure this to occur as soon as practicable.
- 50.15 You must comply with the Virtual ISP User Guide.
- 50.16 You agree that you will not supply the Service to a third party without our prior written consent.

51 Liability

- 51.1 Your Internet Service, including content you transmit or receive, may be operated or supplied by third parties who are not controlled or authorised by us. You acknowledge that:
- we do not warrant that your Internet Service will be uninterrupted or error-free;
 - we cannot guarantee a timeframe for restoration of your Internet Service, should it fail; and
 - we are not liable to you for any loss or damage you may suffer as a result of using the Internet to send or receive data which may contain viruses or other harmful software.

52 Our Broadband Service

- 52.1 Our Broadband Service is not available in all areas or in all Premises. You may contact us to find out if the Broadband Service is available in your area by contacting 1300 11 5866.
- 52.2 If our Broadband Service is available to you, it gives you:
- an ADSL service to the telephone service specified in your Application Form;
 - a user name email address, any additional email addresses and web space as set out in your Internet Service Plan and the facility to send and receive email;
 - a licence to use the Software on the terms set out below in clause 13; and
 - a Back Up Dial-Up Service.

53 Ownership of Internet Equipment for our Broadband Service

- 53.1 If you request us to, we will provide you with Internet Equipment at your Premises, to use in connection with your Broadband Service. All risk in the Internet Equipment will pass to you upon delivery.
- 53.2 If you and we have agreed that you will acquire your Broadband Service for a minimum term (for example, 12 months), the Internet Equipment used in connection with your Broadband Service remains our property until you have completed that minimum term or, if the Broadband Service is terminated before the end of that minimum term, until you have paid all the required Charges under clause 33.7 of the General Terms.
- 53.3 You must not damage, abuse, misuse, neglect, sell or part with the Internet Equipment used in connection with your Broadband Service while we own it. You must indemnify us for any loss or damage suffered by us as a result of any damage, abuse, misuse or neglect of the Internet Equipment arising from your use of the Internet Equipment or your unauthorised sale or transfer of possession of the Internet Equipment.
- 53.4 You must not remove any markings, which identify the Internet Equipment as belonging to us, while the Internet Equipment remains our property.
- 53.5 You must provide, at your own cost, the facilities necessary to allow the Internet Equipment to be used in connection with your Broadband Service. These facilities include but are not limited to power and connection points.

54 Installation

- 54.1 If you wish to supply your own modem or other device in place of the Internet Equipment for use with your Internet Service you must ensure that your equipment is approved by us. You can check whether your equipment is approved by contacting us or visiting our website lumoenergy.com.au.
- 54.2 If you request us to install your Broadband Service at your Premises, you and we will agree upon a date. At all times, we will use our best efforts to install your Internet Service prior to your Initial Invoice Date. If you miss the appointment for installation, you must pay us the missed appointment fee in accordance with your Broadband Service Plan.
- 54.3 You agree that we may make any necessary minor physical modifications to your Premises and your Computer in order to install the Internet Equipment and Software.
- 54.4 We will try to install your Broadband Service at your Premises in the manner you ask, however for technical or commercial reasons we may not always be able to do so and therefore, we make the final decision in relation to the configuration of your Internet Equipment and Broadband Service.
- 54.5 You agree to pay us the installation fee set out in your Broadband Service Plan for the installation of your Broadband Service at your Premises.

- 54.6 If you have requested us to provide you with a Starter Kit, we will deliver you a Starter Kit to the address you have given in your Application Form. We will use our best efforts to deliver the Starter Kit to you within 5 Business Days of activating your Broadband Service. We are not liable for any losses you may suffer if the Starter Kit we have sent cannot be delivered to you at the address given in your Application Form.

55 Connecting your Broadband Service

- 55.1 We will determine whether:
- the Broadband Service is commercially available in your area;
 - an ADSL connection necessary for the provision of the Broadband Service is available at your local telephone exchange; and
 - your telephone service is technically able to make an ADSL connection necessary for the provision of the Broadband Service.
- 55.2 If we are able to provide you with the Broadband Service, we will arrange for activation at your local telephone exchange of the ADSL connection to your Premises, through your telephone service.
- 55.3 If you choose to, we may professionally install the Internet Equipment (if any) and Software for your Broadband Service at your Premises, alternatively you may choose to do the installation yourself, in which case, we will deliver the Internet Equipment (if any) and Software to your Premises.
- 55.4 We may modify your Broadband Service from time to time, as we consider necessary to improve and enhance it.
- 55.5 We will not be able to provide your Broadband Service, while your telephone service has been disconnected for whatever reason.
- 55.6 You may find that installation of the Internet Equipment or Software may cause temporary disruption to your telephone service.
- 55.7 From time to time, you may find that the actual throughput speeds achieved with the Broadband Service may be lower than the speeds specified for your Internet Service Plan.
- 55.8 To receive the Broadband Service, all equipment connected to your telephone service (which may include security alarm monitoring equipment) must be isolated from ADSL interference by installing one or more ADSL line filters and/or splitters. This will be at your own cost.

56 Use of your Broadband Service

- 56.1 The Internet Equipment and Software must be installed in order to use your Broadband Service.
- 56.2 In order to use the Back Up Dial-Up Service, you must follow the instructions on Our Website to configure your Computer to use the Back Up Dial-Up Service and must supply any equipment necessary to use it.

57 Relocation of your Broadband Service to new Premises

- 57.1 If you Notify us that you wish to move from your Premises to new Premises and continue using the Broadband Service and we advise that you are able to continue to receive your Broadband Service at your new Premises:
- a. you must pay the relocation fee set out in your Broadband Service Plan; and
 - b. we will provide your Broadband Service at your new Premises on the same terms and conditions set out in our SFOA and your Internet Service Plan.
- 57.2 If you Notify us that you are moving from your Premises to new Premises and wish to continue using your Broadband Service, and we determine that the Broadband Service cannot be provided to you on the same terms and conditions at your new Premises, then we will Notify you that we cannot provide the Broadband Service to your new Premises and, at the time that you move to the new Premises you will be taken to have served a Notice of termination of the Broadband Service on us. Under such circumstances, you may be required to pay the Charges set out in clauses 33.6 and 33.7 of the General Terms.

58 Back Up Dial-Up Service

- 58.1 Your Back Up Dial-Up Service is supplied to you in accordance with these Internet Terms and the General Terms which are applicable to our Dial-Up Service.
- 58.2 Your Back Up Dial-Up megabytes usage is charged in accordance with the Charges set out in your Internet Service Plan and you will incur a connection Charge each time you connect to the Internet.
- 58.3 Your use of your Back Up Dial-Up Service will be included when calculating your use of your monthly download entitlements if your Internet Service Plan includes any.

59 Changes to your Broadband Service

- 59.1 If you Notify us and we agree, you may upgrade or downgrade to a different Internet Service Plan, however, the change may be subject to Charges as set out in your Internet Service Plan.
- 59.2 If you choose to change to another Broadband Service Plan, our SFOA will continue on the same terms and conditions in respect of your new Broadband Service Plan and any minimum term of your earlier Broadband Service Plan will apply.
- 59.3 If we agree to the upgrade or downgrade, the upgrade or downgrade will take effect within 5 Business Days from the date we agree to your request.

60 Software

- 60.1 We provide you with Software owned by Software Suppliers as part of the Broadband Service.

- 60.2 Subject to you paying the Charges in accordance with our SFOA and the relevant Internet Service Plan, we grant you a revocable, non-exclusive licence to use the Software only in conjunction with the Broadband Service and in accordance with the terms and conditions of our SFOA and the Software Suppliers' licences, as accepted by you when you begin using your Broadband Service. The terms of these Software licences will be presented to you for acceptance at the time your Broadband Service is installed. Following installation, your use of the Broadband Service will be deemed to be acceptance of the terms of the Software licences.
- 60.3 If you do not agree to the terms of the Software licences, you must not use the Broadband Service. You must Notify us if you do not accept the terms of the Software licences and return all Software and Internet Equipment to us. We will then refund to you any Charges for your Broadband Service you have already paid.
- 60.4 We may provide you with upgrades, updates or enhancements to the Software from time to time.
- 60.5 You must not sublicense, assign, share, sell, rent, lease or otherwise transfer your right to use the Software.
- 60.6 Except as permitted under the Copyright Act 1968 (Cth), you must not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative work of the Software or allow any other person to do so. You must not alter or remove any notifications of Intellectual Property Rights applied to the Software.
- 60.7 You acknowledge that you do not acquire ownership of any Intellectual Property Rights in the Software.
- 60.8 If your Internet Service is terminated, then your licence to use the Software will also terminate. Upon termination, if we ask you to, you must return the Software and any copy of the Software to us immediately.
- 60.9 Except as otherwise required by law, any liability of a Software Supplier will be excluded. In circumstances where it cannot be excluded, to the extent permitted by law, it will be limited to the resupply or the cost of resupply of the relevant Software, at the option of the Software Supplier.
- 60.10 We are not responsible for the Software and to the extent permitted by law, we exclude any liability for any damage you may incur as a result of your use of the Software.
- 60.11 We enter into our SFOA both in our own capacity and as agent for the Software Suppliers. You acknowledge that we (in our own capacity) and the Software Suppliers are entitled to the benefits set out in these Internet Terms and the General Terms.

61 Dial-Up Service

- 61.1 Our Internet Dial-Up Service will give you:
- a. dial-up access to the internet at a maximum speed of 56K (V90 protocol); and
 - b. a user name and email address, any additional email addresses and web space as set out in your Internet Service Plan and the facility to send and receive email.

62 Connecting your Dial-Up Service

- 62.1 You will only be able to connect to the Dial-Up Service via Points of Presence specified for the Dial-Up Service.

63 Use of your Dial-Up Service

- 63.1 You agree to obtain, install and maintain suitable equipment as is necessary to access your Dial-Up Service.
- 63.2 You are responsible for and must pay the cost of all telecommunications and internet access Charges incurred when accessing or using your Dial-Up Service, including any dial-up connection Charges.
- 63.3 If your home phone service is not with Lumo Energy, you are responsible for checking with your telecommunications provider that the dial-up number you are using to access your Dial-Up Service is a local number.
- 63.4 Only one person is permitted to use your invoice at any one time. We reserve the right to suspend, disconnect or log you off your Dial-Up Service temporarily, if we reasonably suspect there is unauthorised usage by more than one person.
- 63.5 If you are connected but do not actively use your Dial-Up Service for any period exceeding 20 minutes then we reserve the right to log you off the service temporarily. Where you are continuously connected to the Dial-Up Service for more than 4 hours (or as otherwise provided in your Internet Service Plan conditions), then we reserve the right to log you off. When you reconnect to the Dial-Up Service after you are logged off, you will incur a connection Charge.

64 Definitions

In our Internet Terms, the following words and abbreviations have the following meanings:

Activation Date, means the date that the ADSL connection to your Premises is activated at your local telephone exchange and available for use.

ADSL, means Asymmetric Digital Subscriber Line.

Back Up Dial-Up Service, means a Dial-Up Service provided to you as part of your Broadband Service Plan.

Invoice Date, means the date that your invoice cycle commences each month. Your invoice date is different to the due date shown on your invoice.

Broadband Service, means a transmission medium capable of supporting a wide range of frequencies, which can carry multiple signals by dividing the total capacity of the medium into multiple, independent bandwidth channels, where each channel operates only on a specific range of frequencies via ADSL.

Computer, means the computer on which the Software will be installed and that is used by you to access the Service.

Dial-Up Service, means a connection to the internet or other remote computer or network, made by dialling up an access telephone number.

Internet, means the world wide web.

Internet Acceptable Use Policy, means our internet acceptable use policy that describes the rules that we use in providing our Internet Service to our Clients and the rules which you must adhere to in order to continue to enjoy the use of our Internet Service. You can access the policy via our website at lumoenergy.com.au or you can receive a hard copy by contacting us.

Internet Equipment, means the new or refurbished devices (which may include a modem (if required), filter, central splitter, associated cables and CD) that we provide to you for use with your Broadband Service, including any associated documentation.

Internet Service, means either our Broadband Service or Dial-Up Service.

Internet Service Plan, means the specific plan that you subscribe to for use of an Internet Service. Broadband Service Plan and Dial-Up Service Plan have corresponding meanings. You can obtain a copy of your Internet Service Plan by visiting lumoenergy.com.au or by contacting us.

Initial Invoice Date, means for Broadband Service, the date that is the earlier of date that you first use your Broadband Service and the date that is 7 days after the Activation Date, or for Dial-Up Service the date that your Dial-Up Service is first connected.

Offer, means a special service offering that we may make available from time to time to eligible Clients.

Our Website, means lumoenergy.com.au or as otherwise notified to you.

Points of Presence, means the dial in numbers for the Dial Up Service. You can obtain a list of Points of Presence for your location by visiting lumoenergy.com.au or by contacting us.

Software, means any software we provide to you as part of your Internet Service.

Software Supplier, means the supplier of any Software.

Starter Kit, means starter kit sent to your address, which includes Internet Equipment, Software and instructions for installation of Internet Equipment onto your Computer.

Lumo Energy Network, means the telecommunications network used by us and our Related Bodies Corporate or our Suppliers to provide the Services.

Virtual ISP User Guide, means the document of that name issued by Us to You, as amended by Us from time to time, and available on request.

Whatever makes you shine.



Client Service Centre
7am-11pm, 7 days a week
Call 1300 11 5866
lumoenergy.com.au

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