

Master Business Terms and Conditions

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LAST UPDATED: 1 JANUARY 2024

1. Application

- 1.1. These Master Business Terms and Conditions (together with the documents referred to in it) comprise the terms of a legal agreement between you and URL Networks Pty Ltd (ACN 122 756 138) (**URL Networks**) for the provision of Services and the sale of the Products to you (**agreement**).
- 1.2. You acknowledge that you have read, carefully considered, understood and agreed to be bound by this agreement. Your continued receipt or use of the Services, or the order of any Products from us, constitutes your acceptance of this agreement.
- 1.3. By contracting and dealing with us, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

2. Precedence

- 2.1. This agreement is structured so that each individual Product or Service acquired by you is governed by and subject to this agreement.
- 2.2. If there is any inconsistency between this agreement and the term of any other document referred to in this agreement, this agreement shall prevail to the extent of any inconsistency.

3. Term

This agreement commences on the earlier of the following dates (**Commencement Date**):

- (a) the date URL Networks confirms to you in writing that the Service has been activated;
- (b) the date that the agreement is signed by both parties; or
- (c) the date you place an order to purchase Products from URL Networks, and continues until terminated in accordance with the terms (**Term**).

4. Customer obligations and restrictions

4.1. General obligations

You must:

- (a) provide URL Networks with all reasonable co-operation in relation to this agreement and reasonable access to such systems, data and personnel as may be reasonably required by URL Networks, in order to provide the Services;
- (b) comply with all applicable laws, regulations and industry standards with respect to your use of the Products, the Services and in respect of your obligations under this agreement;
- (c) use the Products and Services strictly in accordance with the terms and conditions of this agreement (including the Documentation);
- (d) ensure that your network and systems and any other equipment you use in connection with the Products and Services comply with the Documentation, and relevant specifications and guidelines provided by URL Networks prior to the Commencement Date or as otherwise agreed by the parties;
- (e) carry out all of your responsibilities set out in this agreement in a timely and efficient manner; and
- (f) remain responsible at all times for any act or omission of a third party arising out of, or in connection with, your use of the Products or Services.

4.2. Customer restrictions

You must not do (or attempt to do) any of the following:

- (a) violate URL Networks IP;
- (b) modify, alter, adapt, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products, Services or Documentation; or
- (c) licence, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit or otherwise make the Products, Services and/or Documentation available to any third party.

4.3. Compliance with Fair Use Policy and other policies

You must comply with all reasonable directions, policies and guidelines of URL Networks as notified by URL Networks prior to the Commencement Date or as otherwise [agreed](#) in writing by the parties. This includes the Fair Use Policy or any other policies accessible via this [link](#). If any of these policies are updated we will post a new version via this [link](#) and update the date set out at the start of such policy. Any changes are effective upon posting to, or removal from, this [link](#) and if the change is significant, we will provide you with at least 30 days' prior notice. You should check back regularly for any changes.

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4.4. Use of Customer Data

You grant to URL Networks a non-exclusive licence to use the data, materials, content, configuration, voicemails, call recordings and settings provided by you to URL Networks or otherwise brought to the attention of URL Networks (and all Intellectual Property Rights contained therein) (**Customer Data**) to enable URL Networks to provide the Services and otherwise perform its obligations under this agreement.

4.5. Delays

- (a) You must take all steps within your reasonable control to anticipate, identify and mitigate any delay or failure to perform your obligations under this agreement.
- (b) You must promptly notify URL Networks if you suspect or become aware of any such delay.

4.6. Responsibility to maintain equipment, hardware and software

You are solely responsible for obtaining and maintaining all equipment, hardware and software required by you to access and use the Products and Services.

5. URL Networks' obligations

5.1. URL Networks shall provide you with:

- (c) Products and Services substantially in accordance with the Service Order; and
- (d) Support Services during Business Hours in accordance with the Service Levels.

5.2. The undertaking in clause 5.1 shall not apply in the event of:

- (a) any non-conformance which is caused, or contributed to, by use of the Products or Services contrary to URL Networks' instructions or the Documentation;
- (b) modification or alteration of the Products or Services by any party other than URL Networks or the manufacturer;
- (c) the unsuitability or malfunction of the computer hardware or computer software in conjunction with which the Products or Services are used;
- (d) a Force Majeure Event; or
- (e) the unsuitability or malfunction of the Products or Services when used in conjunction with any software, platforms, applications and tools supplied by a third party.

5.3. In the event URL Networks fails to provide the Services in accordance with clause 5.1, URL Networks will use reasonable endeavours to correct any such non-conformance, or provide you with an alternative means of accomplishing the desired performance.

6. Variations and cancellations

6.1. You may, at any time during the Term, request in writing that URL Networks vary or cancel any or all of the current Products or Services. URL Networks will consider any request to vary or cancel any or all of the current Products or Services within a reasonable period of such request and we, acting reasonably, will notify you within a reasonable period whether URL Networks:

- (a) agrees to vary or cancel any or all of the current Products or Services and the cost to vary or cancel any or all the current Products or Services; or
- (b) does not agree to vary or cancel any or all of the current Products or Services.

6.2. The request to vary or cancel any or all of the current Products or Services will not be binding on the parties, and URL Networks is under no obligation to provide or cancel the relevant Products or Services in accordance with the requested variation, unless the parties have agreed in writing to the variation of the current Products or Services (**Agreed Variation**).

6.3. The Agreed Variation will take effect from the date URL Networks commences provision of the new Services, ceases providing the cancelled Services or delivers the New Products (as the context permits). The Charges in your next invoice will reflect the Agreed Variation.

7. Purchasing Products

7.1. Sell, hire and delivery of Products

- (a) URL Networks may sell or hire Products to you in connection with the Services. If URL Networks hires any Products to you, such an arrangement will be governed by separate Hire Terms and Conditions agreed to by the parties.
- (b) Delivery of the Products purchased by you from URL Networks shall be made by, or on behalf of, URL Networks. URL Networks shall use reasonable endeavours to effect delivery at the nominated Delivery Address and by the date and time as agreed in writing by the parties. URL Networks will not deliver the Products to a post box, post restante address or address outside of Australia (unless otherwise agreed by URL Networks in writing).
- (c) You shall ensure that any person who collects or takes delivery of the Products on your behalf is authorised by you to do so. Acceptance of delivery by such representative shall constitute

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conclusive evidence that you have accepted delivery of the Products. If required, the duly authorised representative shall sign a receipt confirming acceptance.

7.2. Title and risk

- (a) The risk of the Products, including from loss, theft, damage or destruction of the Products, shall pass to you on and from delivery.
- (b) Title to those Products passes to you when you pay for it in full. URL Networks will use reasonable endeavours to transfer to you any manufacturer's warranty in any such Products from the time title passes to you (and URL Networks disclaims all responsibility in relation to any such manufacturer's warranties).
- (c) If you sell the Products before title in, and to, the Products has passed to you, you acknowledge that you sell the Products as a fiduciary agent of URL Networks provided that such sales shall not give rise to any obligations on the part of URL Networks. You shall hold the proceeds of sale on trust for URL Networks in a separate account.

7.3. Refund, Repair and Return Policy

Subject to clause 11, you may return any Products purchased from URL Networks that are faulty or where you otherwise change your mind, as required at law.

8. Charges

8.1. What are the Charges and payment terms?

- (a) The Charges payable for the Products and Services are set out in the Service Order.
- (b) The Charges shall be payable in Australian Dollars and are exclusive of GST, which shall be payable in addition.
- (c) The Charges are payable within 7 days of the date of the invoice.

8.2. What happens if you fail pay?

If you fail to pay URL Networks by the due date, URL Networks may:

- (a) after the payment is 21 days late, charge 8% of the outstanding debt for each 21 day period that your invoice remains outstanding, payable at the end of each month, as liquidated damages for dealing with, and enforcing, the outstanding invoice. The parties agree that such enforcement charges are a reasonable pre-estimate of URL Networks loss in the event of the Supplier failing pay;
- (b) following 5 days' written notice, suspend or defer the performance of the Services or delivery of the Products (without liability to you) until all outstanding invoices are paid in full.

9. GST

- 9.1. A reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**Act**) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 9.2. Any amount referred to in this agreement which is relevant in determining a payment to be made by 1 of the parties to the other is exclusive of any GST, unless indicated otherwise.
- 9.3. If GST is imposed on a supply made under or in connection with this agreement, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.
- 9.4. The supplier must issue a tax invoice to the recipient of the supply at the time of payment of the GST inclusive consideration or at another time agreed by the parties.
- 9.5. If 1 of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

10. Termination

10.1. Termination for convenience

Either party may terminate this agreement at any time by giving the other party at least 30 days' written notice.

10.2. Termination for breach or insolvency

- (a) Either party may terminate this agreement immediately by notice in writing if:
 - (i) the other party is in material breach of this agreement and such breach is not remedied within 14 days after receiving notice requiring it to do so;
 - (ii) the other party is in material breach of this agreement and such breach is not capable of remedy; or
 - (iii) an Insolvency Event occurs in respect of the other party.

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- (b) The parties acknowledge the importance of URL Networks maintaining the integrity of its network and systems, including the Services. Accordingly, the Fair Use Policy includes restrictions and rights for URL Networks to cancel or suspend the Services, including in the event of suspicious or fraudulent activity.

10.3. What happens on termination?

Following termination or expiration of this agreement:

- (a) you shall (at URL Networks' absolute discretion) promptly pay all outstanding Charges and any other amount owing to URL Networks under this agreement and promptly return (at your cost) the Products (owned by URL Networks) to URL Networks;
- (b) on 5 days' written notice by URL Networks to you, URL Networks may delete or otherwise dispose of all Customer Data (whether on a URL Networks storage media or otherwise), unless URL Network receives, no later than 10 days after the effective date of the termination, a written request for the delivery to you of the then most recent back-up of Customer Data. URL Networks shall deliver the back-up to you within 30 days of its receipt of such a written request, provided that you have, at that time, paid all fees outstanding at and resulting from termination and you shall pay all reasonable expenses incurred by URL Networks in returning or disposing of Customer Data (as the standard rate of \$180 per hour excluding GST). Notwithstanding any other clause in this agreement, it is your obligation to ensure you have retained back-up copies;
- (c) all licences and rights granted under this agreement shall immediately terminate (unless they are intended to survive termination); and
- (d) you must promptly return any Products hired by you in accordance with the Hire Terms and Conditions.

11. Liability and indemnities

11.1. Disclaimers

- (a) To the extent permitted by law, the Products and Services shall be provided without any guarantees, conditions or warranties as to their accuracy, availability, completeness, reliability, suitability, quality, security or currency and they are provided on an "as is where is" basis.
- (b) To the maximum extent permitted by law, URL Networks does not warrant that the Products and Services will (as the context permits):
 - (i) be uninterrupted or error free;
 - (ii) meet your requirements; or
 - (iii) be free from external intruders (hackers), unauthorised viruses or worm dissemination. Certain factors out of our control, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the benefit of the Products or Services at certain times. You shall be responsible for maintaining adequate security and safety of computers and devices you use to access any Products or Services, including updated anti-virus software and recent and operational back-ups, and you must maintain a recent copy of all Customer Data. We will use our reasonable endeavours to ensure Customer Data is safe and recoverable. Notwithstanding, we will not be liable for the following (unless caused by URL Networks):
 - (iv) incomplete, out-of-date, corrupt or otherwise deficient data (including Customer Data) recovered from our back-ups; or
 - (v) your inability to contact emergency services or personnel.

11.2. Indemnity

Each party will indemnify the other party from and against all actions, claims, suits, damages, liabilities or costs (including reasonable legal costs) directly arising from: (a) its breach or non-performance of any of your obligations under this agreement; (b) the negligence, willful or wrongful acts or omissions committed by it or any of its Personnel; (c) loss or damage to any property caused by it or its Personnel; or (d) breach of any third party's Intellectual Property Rights caused by it or its Personnel.

11.3. When URL Networks will not be liable?

URL Networks shall not be liable where the Products and Services (as the context permits) have:

- (a) not been used strictly in accordance with its Documentation;
- (b) been altered or modified by anyone other than URL Networks or the manufacturer;
- (c) been subjected to misuse, neglect, accident, damage in transit, abuse or unusual or natural hazard; or
- (d) been installed improperly.

11.4. Estimates only

Any timeframes are provided as a guide or estimate only and are not binding on either party.

11.5. Exclusion of liability, including consequential losses

To the fullest extent permitted by law, a party, its directors and employees hereby expressly exclude:

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- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or equity;
- (b) any direct, indirect or consequential loss or damage;
- (c) loss of income or revenue; loss or interruption of business; loss of profits; loss of anticipated savings; loss, corruption or alteration of data (including Customer Data); or
- (d) loss of goodwill; wasted management, loss of opportunity or expectation loss or loss of production,

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

11.6. Liability which cannot be limited or excluded at law

- (a) Nothing in this agreement affects any liability of a party which cannot be excluded or limited at law.
- (b) Without limiting the foregoing, the parties acknowledge that laws in certain jurisdictions may imply warranties and conditions which cannot be excluded, restricted or modified except to a limited extent. If any such laws apply, then to the fullest extent permitted by the laws of any relevant jurisdiction, and in Australia, a party's liability is limited to any 1 or more of the following in its sole discretion: (a) in the case of any goods, the replacement or repair of such goods, the supply of equivalent goods, or payment of the cost of repairing or replacing the goods or supplying the equivalent goods; and (b) in the case of any services, supply of services again or payment of cost of having services supplied again.

11.7. Limitation of liability

11.8. To the fullest extent permitted by law, the maximum aggregate liability for each party for any loss in connection with this agreement shall not exceed either AUD\$10,000 or the amounts paid or payable by you for the Products or Services (the subject of the claim) in the last 6 months prior to the date on which the claim giving rise such liability arose (whichever is the lower).

11.9. Australian Consumer Law prevails

Nothing in this agreement is intended to limit or exclude URL Networks' obligations and liabilities under the Australian Consumer Law (Competition and Consumer Act 2010 (Cth) Schedule 2).

11.10. Proportionate liability

To the fullest extent permitted by law, each party's liability under this agreement is reduced proportionately to the extent that such liability is caused or contributed to by the breach of this agreement, or the wrongful, unlawful or negligent act or omission of the other party or its directors, officers, employees, agents or subcontractors.

11.11. Duty to mitigate

Each party must use all reasonable endeavours to mitigate its losses.

12. Intellectual Property, confidentiality and privacy

12.1. Intellectual property

- (a) You acknowledge and agree that URL Networks and/or its licensors own all Intellectual Property in the Products, Services and the Documentation (and all updates, modifications, improvements, new versions, and anything else arising or generated therefrom) (**URL Networks IP**). Except as expressly stated herein, this agreement does not grant you (or anyone else) any rights to, or in, Intellectual Property, or any other rights or licences, in respect of the Products, Services or the Documentation, whether existing now or at any time in the future.
- (b) For the duration of this agreement, URL Networks grants you a royalty-free, non-exclusive, personal and non-sublicensable licence to use and access the URL Networks IP as is embodied in the Services to the extent necessary for you to use those Services for your business purposes.
- (c) You agree not to use the Services to process, submit or input Customer Data, Personal Information or any other information unless you have the rights to do so, or as otherwise required at law, and you warrant that use of the Customer Data by URL Networks will not infringe the Intellectual Property Rights of any person.

12.2. Confidentiality

- (a) Save as required by law, all information of a confidential nature supplied by a party, its Personnel or Related Bodies Corporate, or otherwise brought to the other party's attention, including in relation to the Products, Services, Documentation, Charges or any other terms of this agreement, is confidential and must not be disclosed by a party to a third party (except to its professional advisors) without the other party's written consent. This includes information provided in any form (including written and electronic) and by any means.
- (b) Upon the expiry or termination of this agreement, such confidential information must either be destroyed or returned to the other party, as reasonably directed by the disclosing party.
- (c) The obligations of confidentiality imposed by this agreement survive the termination of this agreement.

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(d) URL Networks' right to publish your name

You hereby grant URL Networks permission to publish, for marketing purposes, your name, logo and trade mark, together with reference(s) to the fact that you are a customer of URL Networks, in any medium whatsoever, including on its website or marketing collateral.

(e) Privacy

Each party agrees that to the extent that it comes into possession of any Personal Information in the course of exercising your rights or performing your obligations under this agreement (including Customer Data in your case), it will comply with the provisions of the Privacy Act 1988 (Cth).

13. Third party providers

13.1. You acknowledge that the Products and Services may enable or assist you to use or access Third Party Products and Services and that you do so solely at your own risk.

13.2. To the extent permitted by law, URL Networks makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such Third Party Products and Services, or any transactions completed or any contract entered into by you, with the owner, licensor or operator of such Third Party Products and Services.

13.3. URL Networks recommends that you refer to the third party's terms and conditions and privacy policy prior to using the relevant Third Party Products and Services made available via the ordering of the Products or Services. It is your sole responsibility to determine that specific goods or services meet the needs of your business and are suitable for the purposes for which they are used.

13.4. Any rights you may have to access Third Party Products and Services shall be limited to:

- (a) the extent of URL Networks' ability to pass on such rights to you; and
- (b) the relevant third party licensor terms.

14. Force Majeure Event

14.1. Neither party will be responsible if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond control including acts of God, failure of a utility service or transport or telecommunications network, riots, civil commotion, computer hacking, war, acts of terrorism, malicious damage, pandemic, epidemic, quarantine, serious viral outbreak or other widespread or serious threat to human health (including an outbreak or recurrence), compliance with any law or governmental order, rule, regulation or direction, strike, government imposed shutdown or closure, breakdown of plant or machinery, fire, flood, storm or earthquake, any disaster or adverse weather, governmental actions, default or non-performance of hosting or data centre providers, labour disputes, or any other failure, act or omission in either party's supply chain (**Force Majeure Event**).

14.2. You accept that access to the Services may be temporarily suspended, following reasonable notice from URL Networks, as required during a planned or unplanned service outage, technical failure, maintenance work or excessive server load on the technical equipment used by URL Networks. In some cases of emergency, URL Networks may be unable to notify you of such an occurrence and the parties acknowledge the legitimate business interest of URL Networks to suspend the Services in those circumstances.

15. Non-solicitation

15.1. Neither party shall, for the duration of this agreement, and for a period of 6 months thereafter (or, if this is held invalid, for a period of 3 months from the date of termination of the agreement), hire, engage, solicit, employ or contract the services of any Personnel of the other party or, in the case of URL Networks, others involved in the provision of Products or Services on behalf of URL Networks, unless otherwise agreed by the other party in writing.

15.2. Clause 15.1 does not prevent a party from recruiting a person:

- (a) through a recruitment agency as part of a non-targeted and bona fide advertising or recruiting campaign (including any recruitment conducted by any recruitment agency, provided that such party has not directed that recruitment agency at such person);
- (b) in response to a genuine advertisement placed by or on behalf of such party in good faith;
- (c) who contacts such party on his or her own initiative without any solicitation by or encouragement from it.

16. Dispute resolution

The parties must, before resorting to court proceedings (except interlocutory or interim relief), refer any dispute between the parties under or relating to this agreement initially to a nominated representative of each party to endeavour to resolve the dispute within 20 days. If the dispute is not resolved with this period, then either party may, in its sole discretion, initiate court proceedings. Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this agreement.

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17. Notice

- 17.1. All notices, requests, demands, consents, approvals, offers, agreements or other communications (**notices**) given by a party under or in connection with this agreement must be:
- (a) in writing;
 - (b) signed by a person duly authorised by the sender or, where transmitted by e-mail, sent by a person duly authorised by the sender;
 - (c) directed to the intended recipient's address (as specified in clause 17.3 or as varied by any notice); and
 - (d) hand-delivered, sent by prepaid post or transmitted by e-mail to that address.
- 17.2. A notice given in accordance with this clause is taken as having been given and received:
- (a) if hand-delivered, on delivery;
 - (b) if sent by prepaid post:
 - (i) within Australia, on the fourth Business Day after the date of posting; or
 - (ii) to or from a place outside Australia, on the seventh Business Day after the date of posting;
 - (c) if transmitted by e-mail, on transmission.
- 17.3. The parties' respective details for the purposes of this clause are set out in the Service Order to this agreement (unless otherwise notified in writing by 1 party to the other).

18. Independent legal advice

Each party warrants that it has:

- (a) been given an adequate opportunity to read this agreement;
- (b) understood the extent and nature of its obligations under this agreement before executing it; and
- (c) received independent legal advice about this agreement or otherwise waived its rights to do so.

19. General

- 19.1. A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 19.2. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 19.3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, then the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 19.4. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 19.5. Each party may assign, novate, sell or transfer its rights or obligations under this agreement to a Related Bodies Corporate or bona fide third party purchaser of its business.
- 19.6. This agreement, and any subsequent variation, may be signed in counterparts. All documents, or counterparts, may be signed electronically via DocuSign or similar platform. All signed counterparts, together with any electronic transaction record, together constitute 1 document.
- 19.7. The laws of the state of Victoria, Australia govern this agreement. The parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
- 19.8. Nothing in this agreement is to be construed as constituting a partnership, employment relationship, joint venture, or any other form of association between the parties in which 1 party may be liable for the acts or omissions of any other party.

20. Definitions

The definitions in this clause apply in this agreement:

- (a) **Agreed Variation** has the same meaning in clause 6.2.
- (b) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (c) **Business Hours** means 9am to 6pm (AEDT) on Business Day.
- (d) **Charges** means the fees and charges payable by you to URL Networks for the Products and Services as set out in the Service Order.
- (e) **Commencement Date** has the same meaning in clause 3.1.
- (f) **Customer Data** has the meaning in clause 4.4.
- (g) **Documentation** means the documents made available to you by URL Networks prior to the Commencement Date, which sets out the description of the Products and Services (including operating instructions, manufacturer's specifications and recommendations, manuals and product warnings).
- (h) **Force Majeure Event** has the meaning in clause 14.1.

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- (i) **Intellectual Property Rights** means designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, and whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world.
- (j) **Personnel** means any director, officer, employee, agent, contractor, sub-contractor, consultant or volunteers of a party.
- (k) **Personal Information** has the meaning set out in the Privacy Act 1988 (Cth).
- (l) **Products** means computer products and hardware (including all Intellectual Property contained therein):
 - (i) supplied by URL Networks to you pursuant to the Schedule; and/or
 - (ii) that interoperate with the Services.
- (m) **Related Bodies Corporate** has the meaning in the Corporations Act 2001 (Cth).
- (n) **Refund, Repair and Return Policy** means the policies and procedures that govern the refund, repair and return of Products purchased by you from URL Networks as notified by URL Networks to you prior to the Commencement Date.
- (o) **Service Order** means any document titled 'Service Order' for your order of the Services.
- (p) **Services** means:
 - (i) the services to be provided by URL Networks to you in accordance with the Schedule;
 - (ii) the Set-up Services; and
 - (iii) the Support Services.
- (q) **Service Levels** means the standards of service which URL Networks must achieve in providing the Support Services to you as set out in the Service Order.
- (r) **Set-up Services** has the meaning in the Service Order.
- (s) **Support Services** means the support services in accordance with the URL Networks Support Policy the terms of which are notified prior to the Commencement Date.
- (t) **Term** has the meaning in clause 3.1.
- (u) **Third Party Products and Services** means software, hardware, products, services or content (including all Intellectual Property contained therein) that:
 - (i) are provided by third parties;
 - (ii) interoperate with the Products or Services (but not where they are owned by URL Networks); or
 - (iii) are identified as third party products or services.
- (v) **URL Networks IP** has the meaning in clause 12.1(a).