



FIRST RESPONDER
B R O A D B A N D

Hardware Terms and Conditions

First Responder Broadband Pty Ltd
ABN: 37 676 469 051

Hardware Terms & Conditions

Last updated: 7 September 2025

On the date we accept your purchase order, a binding agreement on these Terms and the associated documents described in clause 1.1 is created between you and **First Responder Broadband Pty Ltd (ABN 37 676 469 051)** trading as **First Responder Broadband (we, us or our)**. These Terms and associated documents govern our provision, and your purchase, of our Hardware, subject to the terms and conditions contained in our standard Terms & Conditions available at [Terms and Conditions](#).

We may change these Terms in accordance with clause 3.6 of these Terms, and you are taken to have agreed to such change if you continue to use the Hardware after the date such change comes into effect.

If you do not agree with these Terms and the associated documents, you must not place an application for a Hardware.

1. Agreement

1.1 Your agreement with us is made up of the following:

- (a) your purchase order of Hardware;
- (b) these Terms;
- (c) the Hardware Description; and
- (d) our Acceptable Use Policy.

1.2 These Terms is a Standard Form of Agreement pursuant to Part 23 of the Telecommunications Act 1997.

1.3 To understand your rights and obligations you need to read all parts of this agreement listed above in clause 1.1, which relate to the Hardware which you acquire from us.

1.4 To the extent that there is any inconsistency between the parts of this agreement, the part listed higher in clause 1.1 prevails to the extent of the inconsistency.

1.5 Before we supply the Hardware, you must agree to these Terms and all parts of the agreement either by ordering Hardware on the First Responder Broadband website, or by telephone, followed by an invoice to be sent to you via email. The email or the invoice will contain a link to these Terms.

1.6 You may obtain a copy of the latest version of these Terms, the Hardware Description, from us or on our website www.firstresponderbroadband.com.au/legal.

1.7 If any provision of these Terms or the agreement is unenforceable or partly unenforceable (including where a provision is unfair under the unfair terms regime of the Australian Consumer Law), that provision will be severed to the extent necessary to make these Terms or the agreement enforceable (in other words, that provision will have no force or effect such that we cannot rely on or enforce that provision).

1.8 If you need any help or more information, please contact us as set out in clause 3.9.

2. Purchase of Hardware

2.1 You may purchase a Hardware through our purchase order form (which is available through our website) or via telephone, provided you have an active service or pending service to be activated. In deciding whether

to accept your order, we may consider several factors such as:

- (a) the availability of the Hardware to you;
- (b) any credit requirements we specify;
- (c) your identification requirements; and
- (d) your prior conduct or history in relation to any previous supply by us or a reseller of any goods or services to you.

2.2 Unless we agree otherwise with you, the agreement between you and us commences on the date we accept your purchase order.:

3. Supply of Hardware

3.1 Title and Risk

- (a) Risk in the Hardware passes to you upon your payment in full of the Fees.
- (b) The risk of loss or damage in or to the Hardware passes to you on delivery.

3.2 Warranty

- (a) To the extent they are included, we pass through all the warranties, Embedded Software, and licenses we receive from third party suppliers for the Hardware.
- (b) In addition to any guarantees under Australian Consumer Law (see clause 3.3 below), the Hardware (including cables, power cord and accessories provided with the Hardware) is covered by a repair and replacement warranty against defects in workmanship and materials which is 36 months from the date of purchase of Amazon eero (**Warranty Period**);
- (c) The warranty will not apply if the defect, fault and damage arise because of any of the following:
 - (i) general wear and tear, not arising from a defect in workmanship or materials,
 - (ii) the Hardware is used with goods or services not supplied by us,



- (iii) mistreatment, misuse, abuse, accident, negligence or failure to maintain the Hardware by you or someone else,
- (iv) unauthorised modifications, alterations or use of the Hardware against our reasonable directions or documentation, or
- (v) an external event that is outside our control (e.g. fire, flood, power surges).

(Warranty Exclusions).

- (d) In some cases, you may still have rights under the Australian Consumer Law that continue to apply. Clause 3.1(c) does not prevent you from exercising those rights.
- (e) To make a claim under this warranty contact our customer service team on 1300 372 000 or support@firstresponderbroadband.com.au.

3.3 Australian Consumer Law

The benefits given under these Terms are in addition to other rights and remedies that you have under the law. The Hardware come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Hardware repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For further information about your rights under the Australian Consumer Law, please visit <http://accc.gov.au>.

3.4 Replacement of Faulty Hardware

- (a) If the Hardware is within the Warranty Period, meets the manufacturer's warranty criteria, and is not subject to any Warranty Exclusion:
 - (i) we will provide replacement Hardware, along with a prepaid return satchel and instructions for returning the faulty Hardware;
 - (ii) replacement Hardware will be like-for-like, subject to stock availability;
 - (iii) we reserve the right to repair or replace Hardware within refurbished units;
 - (iv) you are responsible for properly packaging and returning the faulty Hardware, and we are not liable for any damage incurred during transit; and
 - (v) if the faulty Hardware is not returned within 30 days of you receiving the replacement, you may be charged with the costs of the replacement Hardware. All returns must be sent to PO Box 248 Cooranbong NSW 2265.
- (b) Subject to any obligations under the Australian Consumer Law, if the Hardware is found to be faulty due to reasons not covered under warranty, or if the return is made outside the Warranty Period, you are responsible for the replacement cost of the Hardware and associated freight costs.

3.5 Non-Faulty Returns

Returns of non-faulty Hardware are not generally accepted. Any such return is at our sole discretion.

3.6 Changes to the agreement

- (a) Subject to clause 3.7, we may add, replace or otherwise change any part of the agreement from time to time, for example due to circumstances beyond our control, including changes in law, urgent changes for security reasons, changes by one of our relevant third party supplier.
- (b) If a third party supplier changes or updates any of their services and/or changes the cost of, or the charges for, their goods or services, in respect of which we utilise to provide the Hardware, then we may change or update the Hardware and/or increase the relevant Fees, including as required to reflect such change or update from the third party service provider. If so, then we will endeavour to provide you with as much notice as is reasonably possible in these circumstances.

3.7 Your rights arising out of a change

- (a) Subject to clause 3.8, we will give you at least 21 days' notice of any change to any parts of this agreement.
- (b) If we materially reduce the overall functionality of the Hardware or materially change the terms of the agreement, then you may request for a replacement Hardware as set out in clause 3.4).

3.8 Exceptions

We may recall the Hardware or cancel, suspend or change any of the components of this agreement without any notice to you if:

- (a) we are required by law, for security reasons or technical reasons necessary to make urgent changes;
- (b) a new fee is introduced or an existing fee is increased due to additional taxes or levies imposed by law (where it is fair and reasonable for us to pass that on to you); or
- (c) a new fee is introduced or existing administrative fees for ancillary services such as credit card transaction fees are increased (provided that we have offered you a reasonable alternative at the same or lesser cost to the original fee).

Where practicable to do so, we will give you reasonable notice in accordance with clause 14.8.

3.9 Support

- (a) We provide technical support services at:
1300 372 000; or
support@firstresponderbroadband.com.au
 from 1000 – 1700 Monday to Friday. Email is preferred and will be responded to as soon as possible.
- (b) We are not responsible for, and may not be able to provide support for, any fault caused by:
 - (i) your equipment which was not supplied by us; or
 - (ii) the Hardware interacting with third party software you use.

3.10 Third party components

You acknowledge that:

- (a) a Hardware may include third-party components and services (**Third Party Components**);
- (b) your use of a Third Party Component is subject to the licence terms provided by the third party licensor or service provider;
- (c) we are not responsible or liable for any such Third Party Component;
- (d) we may remove, replace or otherwise substitute a Third Party Component at any time. If so, we will endeavour to notify you of such change prior to us making that change; and
- (e) we are not responsible for any failures by any Third Party Components.

4. Your obligations

4.1 You:

- (a) are responsible for obtaining all required facilities and equipment to enable you to use a Hardware;
- (b) must not connect or maintain a connection to a facility used in connection with the supply of the Hardware to you or other parties that does not comply with technical codes, standards or regulations made under the Telecommunications Act, any declaration or other requirements of the Australian Communications and Media Authority or any code, standard or guidelines published by the Communications Alliance Ltd.;
- (c) must not provide, resell, connect the Hardware to anyone;
- (d) are responsible for ensuring that no one interferes with the operation of a Hardware or makes it unsafe;
- (e) will promptly notify us of any unauthorised access or use that you are aware of;
- (f) are responsible for your Data, including its accuracy, quality and your compliance with all laws;
- (g) are responsible for ensuring you have regular back-ups of all your systems, facilities and Data;
- (h) must comply with applicable laws;
- (i) must not interfere with or disrupt the integrity or performance of a Hardware;
- (j) must not use a Hardware to store or transmit infringing, fraudulent or otherwise unlawful material or otherwise use a Hardware in a manner which is unlawful or would infringe the rights of another person (including any Intellectual Property Rights);
- (k) must not introduce to a Hardware, or use a Hardware to, store or transmit Malicious Code;
- (l) must not engage in denial-of-service attacks, or allow a computer under your authority to be used as part of one;
- (m) must comply with all reasonable directions provided by us with respect to a Hardware; and
- (n) at our request, provide reasonable assistance and information to assist us to investigate any outage or security issue relevant to a Hardware or any suspected breach of this agreement.

4.2 You agree that we, or our supplier, may take step deemed necessary in order to comply with the law, industry code of practice, or under direction from a relevant regulatory authority or court order.

4.3 Installation and Access to Premises

- (a) If we agree to provide you with installation services, then we will use reasonable efforts to install the purchased Hardware at an agreed site, on or around the agreed installation date, at our current rates, provided that:
 - (i) you will prepare the installation site in accordance our specifications, and we may refuse to install otherwise; and
 - (ii) we will not be liable for any loss or failure to do perform the installation service by the agreed installation date.
- (b) We (or our contractors/suppliers) may need access to your Premises. You agree to provide us safe access to your Premises to install the Hardware you have asked for. If you do not own your Premises, you need to obtain the owner's permission for us to access the Premises for the purposes stated above.

4.4 eero

- (a) You are responsible for the installation and configuration of the eero network. However, upon request, we may, at our sole discretion, assist you with the initial network setup on your behalf.
- (b) Eero Secure is included with the device when connected to our service.
- (c) You are separately responsible for obtaining the subscription service if you cancel or terminate your internet service with us, and you do not obtain a replacement internet service from us.

5. Fees and payments

5.1 Hardware purchase will be billed and the Fees should be paid upfront by you upon the issuance of a purchase order.

6. GST

6.1 GST

The parties agree that:

- (a) despite the definition of consideration in the GST law, and unless otherwise expressly stated in this agreement, the Fees payable or consideration in accordance with this agreement are exclusive of GST;
- (b) if we make a taxable supply under or in connection with this agreement, you must pay to us at the same time, and in addition to the GST-exclusive consideration, an amount equal to the GST payable on that supply;
- (c) we must, as a precondition to the payment of GST under paragraph (b), give you a tax invoice;

- (d) if an adjustment event arises in connection with a supply made under this agreement, we must give the other party an adjustment note in accordance with the GST law; and
- (e) if this agreement requires one party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense.

6.2 Withholding taxes

If any law requires you to deduct an amount in respect of GST from a payment under this agreement, then you will:

- (a) pay an amount equal to the amount required to be deducted to the relevant government agency in accordance with applicable laws;
- (b) give the original receipts to us within 30 days of making such payment; and
- (c) pay us the amount deducted so that we will receive a net sum equal to the Fees without the deduction.

7. Intellectual Property

- (a) Nothing in this agreement affects the ownership of a party's Background Material, we or our licensor shall retain ownership of all intellectual property rights in the Hardware.
- (b) You acknowledge that the Hardware may contain software licensed by a third party and embedded in or pre-loaded on the Hardware and necessary for the property functioning of the Hardware (**Embedded Software**). Ownership of all Intellectual Property Rights of whatever nature in Embedded Software does not transfer to you and its possession and use are subject to the licence terms of the licensor.
- (c) We grant (or shall procure the grant) you a personal and non-exclusive licence to use the Hardware we provide to you for the purposes for which the Hardware has been supplied.
- (d) You will immediately notify us if you become aware that a Hardware may infringe the Intellectual Property Rights of a third party.

8. Confidential Information

8.1 Obligations of confidentiality

A party receiving the other party's Confidential Information must:

- (a) keep the Confidential Information of the disclosing party secret and confidential;
- (b) not disclose the Confidential Information of the disclosing party to any person, except:
 - (i) to its employees, agents, contractors, officers and auditors, on a need-to-know basis, provided that the receiving party is liable for any breach of this clause 8 by these persons;

- (ii) with the disclosing party's prior written consent;
 - (iii) if required by law, regulatory authority or stock exchange;
 - (iv) if it is the public domain, other than through a breach of this agreement; or
 - (v) for us, to our Related Entities or any of our professional advisors, provided that each such person agrees to observe the confidentiality of the information;
- (c) take reasonable steps to secure and keep secure all Confidential Information of the disclosing party in its possession or control; and
 - (d) only use the Confidential Information of the disclosing party for the purposes of performing its obligations, or exercising its rights, under this agreement.

8.2 Publicity

Despite any provision to the contrary, we may communicate in any media (including press releases, general announcements, annual reports and print and online marketing materials), the existence of our arrangement with you and to otherwise identify you as our customer, including your name and the hardware we provide to you.

9. Personal Data and Privacy

- (a) You acknowledge that you are primarily responsible for the collection, use and storage of any of your Data affected by any data protection or privacy legislation, guidelines or directives, including Privacy Laws, through your use of our Hardware.
- (b) You undertake to ensure that you will comply with the requirements of any Privacy Laws that may be applicable to the operation of the Hardware and otherwise in respect of any Personal Information collected, held, accessed, used, or otherwise dealt with by you in connection with this agreement and that you and they will not do or omit to do anything to cause us to breach such Privacy Laws.
- (c) You acknowledge that:
 - (i) from time to time, in order to perform our obligations under this agreement, we will collect, store and use Personal Information about you;
 - (ii) in performing our obligations under this Agreement, or as otherwise required by law, we may provide that Personal Information to third parties anywhere in the world;
 - (iii) when using certain Hardware, the Embedded Software may collect certain Personal Information, as might be described in the software's guide, but the data is only collected for diagnostic purposes and does not include passwords.
- (d) You undertake to take reasonable steps to ensure that your users (including, if you are a business, your employees, proprietors, directors and shareholders) are aware:



- (i) that we may from time to time collect Personal Information about them in order to perform our obligations under this agreement;
 - (ii) of our Privacy Policy; and
 - (iii) that we may use and disclose Personal Information about them in accordance with our Privacy Policy.
- (e) You must ensure that you have provided the appropriate notifications and procured the necessary consents and authorisations to allow us to collect your Data and the Personal Information referred to in this clause 9, and to use your Data and such Personal Information as contemplated by this agreement, our Privacy Policy, and in accordance with Privacy Laws.
- (f) You must notify us immediately upon becoming aware of any breach of any Privacy Laws that may be related to the operation of any of the Services.
- (i) Our insurer may obtain a credit report about you, your business and other key individuals connected with your business (if applicable) to assess whether to provide us insurance in relation to your or your business' application for commercial credit.
- (g) We may also disclose a credit report or other report relating to your Personal Information (and the Personal Information of other key individuals connected with your business, if applicable) derived from that report to any credit reporting body in accordance with Privacy Laws.
- (h) We may use and may disclose your credit related information (and the credit related information of other key individuals connected with your business, if applicable) to a credit reporting body for our business operations to obtain a credit report to assess any finance or credit application. The credit reporting bodies which we could use will be set out in our Privacy Policy.
- (d) If you are a consumer under the Australian Consumer Law, certain consumer guarantees apply to goods and services regardless of any express warranties which you may be entitled to under this agreement. We guarantee that:
- (i) goods are of acceptable quality (unless we specifically drew to your attention the reasons why the goods are not of acceptable quality);
 - (ii) any express warranties will be honoured;
 - (iii) you are buying goods that have clear title, that do not have undisclosed securities and with a right to undisturbed possession;
 - (iv) you are buying goods that are fit for any disclosed purpose;
 - (v) you are buying goods that match the description, sample or demonstration model; and
 - (vi) the Hardware we supply are provided with due care and skill, are fit for any specified purpose and are provided within a reasonable time, if no time is fixed for supply of the Hardware.
- (e) To the fullest extent permitted by law, our liability for a breach of a non-excludable guarantee referred to in clause 10(d) is limited, at our option, to:
- (i) re-supplying of the Services and/or the Equipment; or
 - (ii) paying the cost of having the Services and/or the Equipment re-supplied.

10. Warranties

- (a) Each party warrants that it has full legal capacity and power to enter into this agreement and to carry out the transactions contemplated by this agreement.
- (b) You warrant that you have not relied on any representation made by us which has not been stated expressly in this agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by us.
- (c) Our responsibilities and obligations under the law include those under:
 - (i) the Telecommunications Legislation,
 - (ii) the Competition and Consumer Act, including the Australian Consumer Law;
 - (iii) applicable laws, regulations and codes, and
 nothing in this agreement removes or limits any rights that you have under existing laws or regulations.

11. Liability and Indemnity

11.1 Liability

To the extent permitted by law, and subject to clauses 11.2 and 11.3, a party's maximum aggregate liability to the other under or in connection with this agreement, however arising (including contract, tort, negligence, law or otherwise), is limited to the Fees paid by you to us for the Hardware under the relevant purchase order.

11.2 Exclusion of Consequential Loss

Subject to clause 11.3, neither party shall be liable to the other party for any loss of business, goodwill, contracts, profits, anticipated savings, loss or corruption of data, or for any indirect, special, consequential, incidental, exemplary or punitive damages or loss, damage, cost or expense (and even if that party has been advised of the possibility of such damages or loss, damage, cost or expense) which may be suffered or incurred or which may arise directly or indirectly under or in relation to this agreement.

11.3 Exclusions

Nothing in this agreement operates to limit or exclude:

- (a) any rights you may have under the Australian Consumer Law;
- (b) a party's liability for:
 - (i) bodily injury or death; and



- (ii) damage to real property and tangible personal property,
- (iii) caused by that party's breach of this agreement or negligent act or omission;
- (c) liability under clause 11.5;
- (d) liability for fraudulent acts or omissions;
- (e) your liability for a breach of our Intellectual Property Rights; and
- (f) your liability for any Fees payable under this agreement.

11.4 Contribution

The liability of a party for any cause of action (including under an indemnity) will be reduced proportionally to the extent that the liability arises as a result of a breach of this agreement by the other party or the other party's negligent or unlawful acts or omissions.

11.5 Third party infringement claims

- (a) We will defend you against all claims by a third party to the extent arising from a claim by a third party that a Hardware infringes the Intellectual Property Rights of that third party, and will pay all damages awarded by a final court in a competent jurisdiction or the settlement amount that we agree with the relevant third party.
- (b) Clause 11.5(a) will only apply if you:
 - (i) promptly provide us with written notice of such a claim against you;
 - (ii) give us sole control of the defence and settlement of such claim against; and
 - (iii) provide us with all reasonable assistance in relation to the defence and settlement of such claim.
- (c) If a claim is made by a party alleging your use of a Hardware infringes that party's Intellectual Property Rights, we will, at our option either:
 - (i) modify or replace the Hardware so that they become non-infringing;
 - (ii) procure for you the right to continue using the Hardware; or
 - (iii) if the options in 11.5(c)(i) and 11.5(c)(ii) are not commercially viable, terminate this agreement without any liability to you.
- (d) You indemnify us from all claims, losses, damages, costs and expenses (including legal expenses on a full indemnity basis) arising out of or in connection with an allegation or claim by a third party that the provision by you of, and our use of, your Data infringes the rights, including Intellectual Property Rights, of that third party.

12. Cancellation of Order

If you place an order for a Hardware, and then subsequently cancel that order, you might have to pay for the Hardware we have procured for you as well as any reasonable costs we incurred.

13. Dispute Resolution

We seek to resolve any dispute by agreement or consultation with you. Please contact us at 1300372000, or support@firstresponderbroadband.com.au from 1000-1700 Monday to Friday. In the event the dispute is unresolved, you may have rights under the Telecommunications Industry Ombudsman (TIO) scheme.

14. General

14.1 Force Majeure

Where any failure or delay in the performance of obligations under this agreement is caused, directly or indirectly, by a Force Majeure Event:

- (a) the affected party must as soon as practicable give the other party written notice of that fact;
- (b) the affected party is not liable for that failure or delay;
- (c) the affected obligations under this agreement are suspended, to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event; and
- (d) if the Force Majeure Event continues for more than 30 consecutive days and while it continues, any party other than the affected party may, at its sole discretion, terminate this agreement by giving written notice to the affected party and all other parties (if any).

14.2 Entire understanding

These Terms contains the entire understanding between you and us concerning this agreement and supersedes, terminates and replaces all prior agreements and communications between you and us concerning that subject matter.

14.3 No adverse construction

These Terms, and any provision of this agreement, are not to be construed to the disadvantage of a party because that party was responsible for its preparation.

14.4 No waiver

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this agreement does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this agreement.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

14.5 Severability

Any provision of this agreement which is invalid in any jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this agreement in any other case,

without invalidating or affecting the remaining provisions of this agreement or the validity of that provision in any other jurisdiction.

14.6 No assignment

- (a) You cannot assign, novate or otherwise transfer the benefit of this agreement without our prior written consent.
- (b) We may assign, novate or otherwise transfer the whole or part of this agreement without your prior written consent. you agree to execute any document necessary or desirable to give effect to this clause 14.6.

14.7 Governing law and jurisdiction

These Terms are governed by and must be construed in accordance with the laws in force in New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia in respect of all matters arising out of or relating to this agreement, its performance or subject matter.

14.8 Notices

Any notice or other communication to or by a party under this agreement:

- (a) may be given by personal service, post or email specified in your application;
- (b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as shown in your application, or to any other address last notified by the party to the sender by notice given in accordance with this clause;
- (c) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, at 9.00 am on the second Business Day after the date of posting to the addressee whether delivered or not; or
 - (iii) if sent by email transmission, and no undelivered email message is received within 24 hours, at the time and the date it was sent,
 - (iv) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

14.9 Operation of indemnities

Unless this agreement expressly provides otherwise, each indemnity in this agreement survives the expiry or termination of this agreement. A party may recover a payment under an indemnity before it makes the payment in respect of which the indemnity is given.

14.10 Further assurances

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are

reasonably necessary to give full effect to this agreement.

14.11 Relationship of parties

Nothing in this agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

15. Definitions and interpretation

15.1 Definitions

Capitalised terms are defined in these Terms, including this clause 15.1.

Unless the context indicates a contrary intention:

Acceptable Use Policy means our policy which applies to your use of the Services, a copy of which can be found at [Acceptable Use Policy](#).

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

Application means an application submitted by you and agreed to by us in writing for the provision of Hardware.

Background Material means any material in which the Intellectual Property Rights are owned by, licensed to or developed by or on behalf of a party which are pre-existing or created independently of these Terms, but does not include a Service.

Business Day means a day excluding a Saturday, Sunday or public holiday in Sydney, Australia.

Confidential Information means:

- (a) for us, this agreement;
- (b) information that at the time of disclosure by a discloser is identified to the recipient as being confidential; and
- (c) all other information belonging or relating to a discloser, or any Related Entity of that discloser, that is not generally available to the public at the time of disclosure other than by reason of a breach of this agreement or which the recipient knows, or ought reasonably to be expected to know, is confidential to that discloser or any Related Entity of that discloser,

but excludes your Data, and information which:

- (d) is in the public domain, other than as a result of an unauthorised disclosure by either party;
- (e) is or becomes available to a party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the party on a non-confidential basis; or
- (f) is rightfully known by a party to this agreement (as shown by written record) prior to the date of disclosure under this agreement.

Fees means the fees for a Hardware, including as published by us and as set out in an application.

Force Majeure Event means, for a party, an event beyond the reasonable control of that party including a pandemic, epidemic, third party failures and acts by a government agency.

GST has the meaning given to it in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Hardware means different hardware options which First Responder Broadband offers to customers in connection with its Services.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, service marks, designs, patents, circuit layouts, plant varieties, business and domain names, database rights, confidential information, know how, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields existing anywhere in the world, whether or not registered or capable of registration, and any goodwill associated with such activity and any applications, renewals and extensions of such rights.

Malicious Code means any virus, Trojan horse, worm, logic bomb or other malicious code that infect, manipulate, modify, deny, corrupt or inhibit the operation of a Service.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form, electronic form or otherwise, about an identified individual or an individual who is reasonably identifiable, and includes anything that is defined as personal information or as sensitive information in the relevant Privacy Laws.

Premises means any land, building, structure, vehicle or vessel whether owned, leased or occupied by You, or to which a Hardware is supplied.

Privacy Laws means any applicable law, statute, regulation, ordinance, code, standard or requirements of any government, governmental or semi-governmental body which relates to privacy or health information, including without limitation the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles under that Act, the *Spam Act 2003 (Cth)* and the *Do Not Call Register Act 2006 (Cth)*, and any other applicable legislation from time to time in force which relates to or affects privacy rights or Personal Information.

Privacy Policy means our privacy policy, a copy of which can be found at [Privacy Policy](#).

Related Entity has the meaning given to that term in the *Corporations Act 2001 (Cth)*.

Your Data means your data or data supplied by or on behalf of you that is hosted by a Hardware.

- (d) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (e) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";
- (f) money amounts are stated in Australian currency unless otherwise specified; and
- (g) a reference to time is to the time in Sydney, Australia.

16. Interpretation

In this agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this agreement;
- (c) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

