

SUMMARY OF THE STANDARD FORM OF AGREEMENT

**If you are entitled to a Cooling-Off Period in NSW or Northern Territory
THIS CONTRACT IS SUBJECT TO A COOLING OFF PERIOD OF FIVE BUSINESS DAYS IN NSW
& TEN CALENDAR DAYS IN NORTHERN TERRITORY**

Important Customer Information: Your Rights and Obligations

1. Standard Customer Agreement

This Call Australia Pty Limited ACN 082 538 501 ("Call Australia") standard customer agreement is a standard form of agreement for the purposes of telecommunications legislation. It sets out the terms and conditions under which we supply to our customers with individual services and equipment, or bundled products of services and equipment called Packages.

Up to date copies of the standard customer agreement and summary are available on request from us at Level 3 Tower 1 Darling Park, 201 Sussex Street, Sydney NSW 2000 and from the Call Australia website at www.callaustralia.com.au. **If you are having difficulty reading in English the information in our standard customer agreement, you may call us on 1300 661 834 and we will make reasonable steps to assist you.**

The standard customer agreement does not apply to the extent that you have expressly agreed to any special terms and conditions for the supply of services and equipment in an individual contract.

We may change or cancel any of the terms and conditions of the standard customer agreement without giving you prior notice, unless that change or cancellation is detrimental to you. If it is detrimental to you, we will either transmit the information to your email address (if you have provided consent in your Application) or we will send you a notice about the change by pre-paid post to your address listed in our records, or with or on your bill at least 21 days before it takes effect. **A copy of this summary in large print form is available, on request.**

2. This Summary

This summary gives you an overview of important terms and conditions in the standard customer agreement. It does not cover all the terms of the standard customer agreement and special terms and conditions may apply to some services. If you require more information about your rights and obligations under the standard customer agreement, please read the standard customer agreement.

3. Parts of the Standard Customer Agreement

The standard customer agreement consists of the following:

- the General Terms; and
- other Parts that specify the terms and conditions for specific services and equipment, including:
 - Part A – Packages;
 - Part B – Rental Equipment;
 - Part C – Maintenance and Software;

- Part D – Voice Services;
- Part E – Data and Internet Services
- Part F – Mobile Services & Equipment; and
- Part G – Purchase Equipment.

Under a Package, you may enter into separate agreements with us for those services and equipment. Your Application will specify the details in each case.

4. Service and Equipment Packages

We will provide the Package to you as specified in your Application. You must satisfy the eligibility requirements for a particular Service or Package, which may include:

- Minimum Term and Minimum Monthly Spend requirements, as specified in your Application;
- restrictions on use of the Services and Equipment; and
- minimum credit requirements.

The following are some common terms for Packages:

- Your **Minimum Monthly Spend** is the minimum amount that we will bill you each month and as varied from time to time in accordance with the standard customer agreement. The types of calls that count towards your Minimum Monthly Spend are specified in your Application or Call Australia Rate Sheets.
- The **Minimum Term** for your Package is specified in your Application. In some cases, you will remain liable for charges for your Rental Equipment or Purchase Equipment ("Equipment") for the entire Minimum Term, but you may vary or cease your spend on Services under that Package.
- **Variation / termination of Services by you:** Within 1 month prior to each 12-month anniversary of the date of installation of the relevant Equipment during the Minimum Term, you may notify us in writing that you wish to vary the Minimum Monthly Spend component of a specific Package. **You may incur liquidated damages and a Services Early Termination Charge.**
- **Variation of a Minimum Term Contract by us:** Upon issuing a notice in writing to you at least 21 days prior to the date on which a variation to standard customer agreement is intended to take effect you may terminate your Minimum Term Contract with us within 42 days of the date of the notice without incurring fees or charges other than usage or network access charges incurred up to the last date on which your Minimum Term Contract with us ends and any outstanding amounts that cover installation costs or equipment.
- **Termination of Services by you at other times:** You may terminate the Services component of your Package at any other time during the Minimum Term by giving us the minimum amount of prior written notice, as specified in your Application. **You may incur liquidated damages and a Services Early Termination Charge as a result, and/or**

you may be required to keep renting the Rental Equipment or paying for the Purchase Equipment for the remainder of the Minimum Term.

- **Termination by us:** We may suspend, limit, cancel or terminate the Services by giving you the required amount of prior notice, or without notice in some case (such as if you cease to be eligible to receive it, or for your breach, insolvency or other matters as specified in clause 11 of the standard customer agreement). **If we do this, you must pay the Services Early Termination Charge and you must keep renting the Rental Equipment or paying for the Purchase Equipment for the remainder of the Minimum Term.**

5. Providing Equipment

We will provide the Equipment to you as specified in your Application, on the terms specified in Parts B, Part G, and the General Terms (as relevant). You must pay the Equipment or Purchase Equipment Charges specified in your Application.

Installation: We will provide you with the Equipment but you are responsible for costs of delivery and installation, and the Equipment is at your risk once we deliver it to you. Rental Equipment remains our property. Purchase Equipment becomes your property when you have paid for it in full in cleared funds. **We may terminate the standard customer agreement by written notice to you if you have not enabled installation of the Equipment within 60 days of the Proposed Installation Date as stated on your Application. In that event, you must pay us liquidated damages in accordance with the standard customer agreement.**

Your obligations: Your obligations under the standard customer agreement continue even if the Equipment breaks down, is defective or damaged, and you have no right to claim or set-off or withhold any payment to us.

Termination: We may terminate your standard customer agreement for breach, insolvency, credit reasons or other matters specified in the standard customer agreement or if the Equipment is lost, stolen or substantially destroyed. **If we do this, you must pay us within 7 days of our written demand:**

- all unpaid amounts payable to us up to termination;
- liquidated damages calculated in accordance with the standard customer agreement;
- any duty payable on the above amounts;
- any costs incurred by us in repossessing the Equipment and making repairs that we think necessary; or if we are unable to repossess, an amount equivalent to our then current installation fees for Equipment plus any costs incurred in attempting to repossess; and
- any interest payable.

You are not able to terminate your agreement for rent or purchase of Equipment at any time during the Minimum Term, except if permitted by general law. On the termination of the standard customer agreement for any reason you will, at our option, return all our and our supplier's equipment (at your cost), or make it available for collection.

6. Providing Maintenance

Maintenance is provided in connection with Equipment or other agreed equipment on the terms specified in Part C and to the level of service you have selected in your Application.

7. Providing Voice and Mobile Services

We will provide Voice and Mobile Services to you as specified in your Application, on the terms specified in Parts D and F (as relevant) and on the General Terms.

Faults and repairs: We provide a 24-hour fault reporting service. You should notify faults to our help desk by calling 1300 661 834. Mobile Service customers call 1300 661 834 (or Dial +612 9030 1819 if you are calling from overseas). We will repair and maintain our network. You are required to repair and maintain any equipment that you own.

Transfer of Voice and Mobile Services: If you want to transfer to us your Voice or Mobile Services, you authorise us to sign all forms and notifications in relation to the transfer on your behalf. If you want to transfer any of the Voice or Mobile Services to another telephone company, you will remain liable to us for any charges due up to the date of transfer. Any unpaid amount must be paid in full on receipt of our invoice.

Acceptable Use: If we provide you with Mobile Services then you must comply with our Acceptable Use Policy set out on the Call Australia website at www.callaustralia.com.au or upon request by calling 1300 661 834.

8. Providing Data & Internet Services

We will provide your requested Data & Internet Services to you, as specified in your Application, on the terms specified in Part E and on the General Terms (to the extent that they are relevant to the Data & Internet Services).

We will not provide Data & Internet Services to you if the telephone number range given by you fails service qualification.

Data & Internet Services may not all be subject to the Customer Service Guarantee standard administered by the ACMA.

You must take the Data & Internet Services for the Minimum Services Term specified in your Application. Unless you give us written notice 1 month before the end of the Minimum Services Term, the Minimum Services Term is automatically extended from month to month at the same rate, including the same monthly charge, and on the same terms and conditions.

Acceptable use: If we provide you with Internet Services then you must comply with our Acceptable Use Policy set out on the Call Australia website at www.callaustralia.com.au or upon request by calling 1300 661 834.

9. Data & Internet Services Related Equipment

Installation: We will provide the Data & Internet Services Related Equipment to you as specified in your Application, on the terms specified in Part E and the General Terms (as relevant). You are responsible for costs of delivery and installation, including additional charges where applicable. You acknowledge that installation may cause temporary disruption to your standard telephony services.

Risk in the Data & Internet Services Related Equipment passes to you once we deliver it to your nominated address. If we are installing the Data & Internet Services Related Equipment, you must provide us, or our suppliers, with reasonable access to your premises. Charges may apply if you do not provide access. **We may terminate the standard customer agreement by written notice to you if you have not installed or enabled installation of the Data & Internet Services Related Equipment to take place within 30 days of the Proposed Installation Date stated in your Application. In that event you will pay us liquidated damages in accordance with the standard customer agreement.**

Your obligations: If you are supplied Data & Internet Services Related Equipment by us, or our suppliers, then you have certain obligations in respect of the Data & Internet Services Related Equipment specified in the standard customer agreement.

Faults and maintenance: If we have a Service Level agreement with you, the Service Levels accompanying your Application will apply. We can change Service Levels at any time. You can access updated Service Levels on the Call Australia website at www.callaustralia.com.au or by calling our customer service number on 1300 661 834. Otherwise you should notify any Faults to our help desk by calling 1300 661 834. Part E and your Application describes what our Fault correction and maintenance services do not cover and the extra work and charges for which you may be liable.

10. Varying Data & Internet Services

We may charge you, in accordance with Part E, to move your Data & Internet Services to a new address. If we cannot provide Data & Internet Services at your new address, we may terminate the standard customer agreement by notice to you. You may be able to change your Data & Internet Service plan if it is specified in Part E. Fees and limitations do not apply if you upgrade your monthly recurring service charge.

11. General Terms

Business Purposes only: You warrant that you will only use the Equipment and Services for business purposes and the amounts incurred by you under the standard customer agreement incur necessarily to carry on your business.

Availability: We provide Services subject to availability, geographical and technical capability. We do not warrant that those Services will be provided without interruption, delay or faults.

Access to premises: You must provide us with access to your premises for the installation, provision, inspection, replacement or modification and maintenance of equipment or Services as specified in the standard customer agreement. If you do not own the premises you must obtain the owner's permission. You indemnify us, or any person we approve, against any claim arising from our or such approved third party's entry on the premises.

Charges: We will charge you for all use of your Services and Equipment and other charges in accordance with the standard customer agreement, whether or not you authorised that use. You will be charged for Services according to the Call Australia Rate Sheets accompanying this summary, the charges stated in

the Application and the standard customer agreement including applicable Schedules, and for miscellaneous charges - **if you require more information about our miscellaneous charges, please contact us on 1300 661 834 to confirm any prices before calling.** We may charge you for connection (if specified in your Application), reconnection, disconnection, access, usage (including timed and untimed calls), equipment, maintenance, repairs and other charges associated with the supply of the Services. **We may increase or reduce the charges for Data & Internet Services in accordance with the standard customer agreement. Charges may vary depending on peak and off-peak times, the type of call, the volume of calls, specific terms of a contract and any applicable rebates, discounts or special rates that may apply from time to time.** The first and last month's charges for Data & Internet Services will be pro-rated based on the number of days of service supply in the relevant month. All charges are GST exclusive unless expressly stated otherwise. Our records are sufficient evidence of amounts payable by you unless shown to be incorrect. **If you require more information about our call charges, please contact us on 1300 661 834 to confirm any prices before calling.**

Payment: We will bill you for any charges payable under the standard customer agreement. We will usually invoice you in advance for periodic charges relating to Data & Internet Services and in arrears for period charges, connection and service fees and usage charges unless expressly stated to the contrary or expressly agreed in writing otherwise. We will usually send you a monthly invoice for charges due, but we may vary invoice frequency without notifying you. We may issue interim invoices. Your bill will indicate your options for making payment. We will add \$20 to your next invoice if an invoice is paid by cheque and that cheque is dishonoured. If you are a company, we may impose a default charge on any part of the charges not paid to us by the due date on the invoice. These charges will be calculated using the formula specified in the standard customer agreement. We also may charge you administration fees for recovering overdue amounts from you.

Security deposit and spend limits: We may require you to provide some form of security such as an advance cash payment to pay some or all of the charges for your service and/or a charge, bank guarantee or director guarantee. We may also set a limit on the amount we will allow you to spend during a month. We will only do so if we have reasonable concerns about your credit worthiness or have some grounds for believing that we may not be paid for the Service. In the case of new Applications, we may refuse to provide you with the Services until some form of security is received. In the case of existing Services, if you do not provide the security within 30 days of our request, in addition to other rights we may have, we can restrict, suspend or cancel the Service. If you cancel all your Services, we will return the balance of the advance payment less any outstanding charges at the time of cancellation within a reasonable time our acceptance of any form of security does not affect any other terms of our standard customer agreement.

Credit Limits and Barring: Changes in Credit Limits and Barring status may not be effected immediately upon receiving a change request from you.

Action we can take: If you fail to comply with the standard customer agreement, we can pay any money or do anything necessary to make good your failure. We can also do anything to protect our rights or those of our Suppliers. You irrevocably

authorise us, or our suppliers, to act on your behalf in protecting or enforcing our rights.

Damage and insurance: You must notify us immediately if any Equipment supplied by us is lost, stolen or damaged or any person asserts any rights to such Equipment. You are required to take out insurance for the Equipment as specified in the standard customer agreement.

We limit and in some circumstances exclude our liabilities and warranties for providing Services or Equipment specified in the standard customer agreement. To the maximum extent permitted by law, we, and our related bodies corporate, exclude all implied conditions and warranties that may arise under our standard customer agreement and will not be liable for any loss of profit, saving or data or for any indirect and consequential loss. To the maximum extent permitted by law, our liability, and that of our related bodies corporate, for direct, indirect or consequential loss or damage arising out of the standard customer agreement will be limited at our option to: the repair or replacement of goods or payment of the cost of their repair or replacement; or the resupply of Services or equivalent services or the payment of the cost of having those Services resupplied.

Indemnities: You indemnify us and our related bodies corporate against any losses etc arising out of: your breach of the standard customer agreement; claims or demands made against us by people other than you arising from our supply of Services or Equipment or any other equipment to you; claims or demand which you or anyone else make against our suppliers arising from our supply of the Services or Equipment to you; and any damage caused by you or your employees, agents or contractors to our, or our supplier's, network, equipment or other property.

12. Customer Service Guarantee (CSG) and Priority Assistance

To the extent we provide you with a standard telephone service (as defined in the *Telecommunications (Consumer Protection and Service Standards Act) 1999*) (Cth) and certain specified enhanced call handling features, we may be obliged to comply with the CSG. **Where you have nominated in your Application to waive in whole or part your CSG rights in relation to certain Voice Services then Call Australia is not obliged to provide you with the CSG.**

The CSG sets performance standards for service connection times, fault repair times and keeping appointments to provide you with these services. The CSG does not apply to customer equipment (including Equipment) or to customers who have more than five telephone lines. If we fail to meet CSG performance standards, you may be entitled to specified monetary compensation. Our CSG policy is available on the Call Australia web site at www.callaustralia.com.au.

We do not offer to our customers a priority assistance service which is service designed to help people with diagnosed life-threatening medical conditions that depend on a non-mobile standard telephone service to be able to call for assistance when needed.

Further information about the CSG and priority assistance is available on the ACMA website at www.acma.gov.au

13. Complaints

We aim to investigate and resolve your complaints quickly and effectively. If you have a complaint, you may complain to our customer service number or in writing unless your complaint relates to the content supplied by a content provider whilst using the Mobile Premium Service in which case you must direct any queries or complaints to the content provider in the first instance. We will comply with our consumer complaints policy. If we cannot resolve your complaint, you may refer your complaint to the Telecommunications Industry Ombudsman (TIO), the ACMA or the Department of Fair Trading in your state. For further information, see the TIO website at www.tio.com.au. Further information is contained in our customer complaints policy that is available on the Call Australia website at www.callaustralia.com.au.

14. Privacy and SPAM

If you are a natural person we may collect Personal Information about you when you apply for the Services, included but not limited to your electronic contact details such as email. We will use this information to provide you with and administer the Services, including disclosing it to third parties who assist us to provide the Services to you and to our related bodies corporate and business partners. We, and our related bodies corporate and business partners, will also use this information to tell you more about other goods and services each of us offers and you agree to us doing so unless you tell us not to. You can do this, or if you have any questions relating to Privacy, by contacting our privacy officer on 1800 762 000 or ticking the appropriate box in the Application form. You can also access further information on the Call Australia website at www.callaustralia.com.au.

If you are a business customer we may collect information about your business, including but not limited to your electronic contact details such as email.

Clauses 7 and 8 of the standard customer agreement tell you more about how we usually collect and disclose your personal information and/or business information.

You consent to us sending you commercial electronic messages. If you do not want us to send you commercial electronic messages you may ask us not to by sending a blank email to: unsubscribe@callaustralia.com.au.

15. Credit Checks

We may also conduct credit checks on you. The standard customer agreement and your Application contain further details about other information we may provide to a credit-reporting agency and other uses and disclosures we may make of your Personal Information.