

Summary of ACN's Standard Form of Agreement



Under the Telecommunications Act 1997 ("Act"), ACN is entitled to lodge a "Standard Form of Agreement" ("SFOA") with the Australian Communications Authority setting out the terms and conditions on which ACN will supply services (and certain ancillary goods) to customers.

If ACN decides to supply services to you then the legal relationship between ACN and you shall be exclusively governed by the operation of s479(2)(b) of the Act. This means that the terms and conditions on which the services are supplied will be those set out in ACN's SFOA. The SFOA is binding on you and on ACN by virtue of s479(2)(b) of the Act and no contract nor other legally binding relationship shall be created between you and ACN (unless you have entered into a separate individual contract with ACN instead of signing the standard Customer Authorisation Form).

This is a summary of ACN's SFOA relating to the provision of local access (including local calls), long distance and mobile services ("Services"). If you would like more detailed information about your rights and obligations you can obtain a copy of the full text of the SFOA at www.acnaustralia.com.au. This summary does not override or change the terms and conditions of the SFOA.

Important Customer Information: Your Rights and Obligations

Provision of Services The Services will only be provided if it is technically possible, you are either a residential customer or a small business customer and you meet our credit policy requirements. We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers ("Network Providers"). We aim to provide but cannot guarantee that the Services will be continuous or fault free. Network or equipment specific problems, as well as climatic, geographic and usage issues may affect the quality and availability of the Services.

Your Obligations You must not use or permit any use of the Services:

- to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature; or
- otherwise contrary to law or an applicable code of conduct; or
- in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; or
- in, or in relation to, the commission of an offence against any applicable law.

You must not interfere, and must use reasonable endeavours to ensure that other persons do not interfere with, or attempt to interfere with, the operation of the Services, the network, equipment or facilities of any of our Network Providers; or our equipment or facilities associated with the Services. You will indemnify us for any loss or expense we suffer as a result of your doing any of the prohibited acts.

Equipment It is your responsibility to repair and maintain any equipment you own. You may only use equipment (including cabling) that is approved by the Australian Communications Authority. We are not responsible for any faults, service disruptions or any other inability to access or use the Services (or any of their special features) if this is the result of the technical limitations or malfunction of your Equipment.

Charging You must pay us our Charges for your use of the Services, whether such use was authorised by you or not. The Charges are described in detail on our website at www.acnaustralia.com.au. The Charges may include, amongst others, connection charges, usage based charges (e.g. connection charges for each call and timed or untimed charges for each call), charges for sending messages, charges for content provided with the service, charges for other services provided in connection with the call, reconnection charges, disconnection charges, dishonour fees, early termination fees and late payment fees. Charges may vary depending on the time and day (including peak and off-peak periods), where you are calling to or from, whether the call is a voice call or data call and any discounts that might apply. We may pass on to you any charges our Network Providers charge us (including increases and special or one-off charges) without notice to you. You will pay us any amounts, which our Network Providers charge us for connecting, activating, initiating or cancelling any Service.

Billing We will bill you monthly but reserve the right to bill at different intervals and to issue interim invoices. Our records are proof that a charge is payable unless shown to be incorrect. We will provide you with a breakdown of the fees and charges payable in each invoice. We will charge you an additional fee if you

request to receive paper invoices or request billing information which does not form part of our standard invoice. We will bill you:

- for any equipment you purchase or lease from us, our agent or Network Provider on or after delivery;
- for any installation, activation or connection charges, after installation, activation or connection;
- for variable charges, in arrears;
- for recurring or fixed charges, in advance; and
- otherwise, as notified by us from time to time.

You must pay all Charges as stated on your invoice. We may charge interest on all or any part of the Charges remaining unpaid by the due date. Interest will be charged from the due date until payment at a rate equal to 3% above the Commonwealth Bank Corporate Overdraft Reference Rate. If you choose to pay by direct debit and your financial institution rejects or returns our payment request for any reason, we may ask you to pay the amount owing directly to us and an additional dishonour fee may apply.

We may suspend the provision of Services to you, where any amounts owing from you remain outstanding 45 days after the due date for payment, unless we have received written notice from you disputing those Charges. You are still required to pay outstanding invoices even if your services are suspended, restricted or terminated.

Security We may require you to lodge a security deposit with us as a condition of providing the Services, and we may from time to time set a credit limit for the provision of Services to you. We may also request that you pay some or all of the charges for the Services in advance. If you don't, we can refuse to provide you the Services, suspend or restrict them.

Priority Assistance We currently do not offer priority services for our customers.

Personal Information We collect personal information about you to assess your application and, if approved, provide Services to you. We may make standard credit information enquiries about you in connection with the supply of the Services, including seeking reports from Credit Reporting Agencies. We may also pass your personal information to other carriage service providers and your ACN Independent Representative for purposes related to the provision of Services to you. You can obtain the full text of our privacy policy from our website www.acnaustralia.com.au.

Termination, Suspension and Restriction With the exception of mobile Services under certain rate plans, there is no minimum service period for the provision of the Services. Certain mobile Service rate plans have a minimum service period of 6 months. You may terminate the Services at any time; however, if you terminate mobile Services during a 6 month minimum service period you may be charged an early termination fee. We may suspend, restrict or terminate the supply of the Services if, amongst other things, you have breached the SFOA, become bankrupt, or insolvent, have not paid your invoices on time or have not provided security as required. You remain liable for all charges in relation to the provision of Services up to the time of termination.

Although we do not have the obligation to monitor your usage, we may temporarily suspend or restrict the Services and issue an interim invoice where we reasonably believe that your usage has been excessive or unreasonably high or when you have exceeded your credit limit. Re-activation of your services may depend on your payment of the interim

invoice. We are not required to keep you informed of your usage prior to requesting an interim payment.

Our Liability Our liability to you is limited. Except where specifically expressed otherwise in the SFOA and subject to the Trade Practices Act 1974, ACN is not liable for any loss that you may suffer. Our liability for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), is limited, at our option, to the repair or re-supply of Equipment or Services or the payment of the cost of having the Equipment or Services re-supplied.

Your Liability You indemnify us against any loss, cost and damage we suffer relating to your use (or attempted use) of the Services or your Equipment used in connection with the Services. You also indemnify us against (and must pay us for) any costs (including legal costs) relating to your breach of the SFOA.

Customer Service Guarantee You may have certain rights and remedies under the Customer Service Guarantee, which establishes minimum connection and fault repair times and entitles you to specified amounts of damages if they are breached. A detailed description is available at www.aca.gov.au.

Reporting Faults If you experience a fault with the Services, you should contact our Customer Service Representatives and the matter will be directed to our faults handling department.

Complaints If you have any concerns about the Services, contact us immediately. We will attempt to resolve any problem or complaint you have as quickly and effectively as possible. If you are not satisfied with the initial outcome of your complaint, the matter will be handled in accordance with our complaints procedures. Disputes between telecommunications companies and their customers can be resolved by the Telecommunications Industry Ombudsman (TIO). The TIO is an independent body and provides its services for free. The TIO is an office of last resort. It only takes up a complaint if the customer has first tried to resolve it with the relevant company. The Office of Fair Trading (or similar) in your State or Territory may also investigate consumer complaints.

Variations We are permitted by law to make certain changes to the SFOA without giving prior notice, unless these changes are detrimental to you. If any changes would cause detriment to you, we will give you notice at least 3 working days in advance usually by notifying you personally or publishing an advertisement and subsequently including a notice on your invoice. We will determine the most appropriate course of action at the time any variations are made. An up-to-date copy of the SFOA is available on our website www.acnaustralia.com.au or by calling ACN on 1300 881 778.

Commission We may pay commission to any person, including an ACN Independent Representative who introduces you to ACN.

Cooling-Off Period If you are a residential customer then we will allow you to cancel the Service, without penalty, within 10 days of the date on which you signed the Customer Authorisation Form for the Services, by calling ACN Customer Service on 1300 881 778. If you cancel the Services within this 10 day cooling off period you will not be charged any fees for the Services (including any early termination fees) other than charges related to your actual usage of the Services (e.g. call & SMS charges).