



IF Telecom Standard Form of Agreement

These terms & conditions are a Standard Form of Agreement formulated for the purposes of Section 479 of the Telecommunications Act 1997.

If Telecom Pty Ltd (ABN: 43 116 430 525), ('We', 'Us' or 'Our') will supply the customer ('You' or 'Your'), services on the terms & conditions set out below (the 'Agreement'). Undefined words have the same meaning as in the Telecommunications Act, 1997. Unless specified, these terms & conditions apply to all Services provided by Us.

1.0 Service Description

- 1.1 We will connect Your Service(s) to the network as soon as it is reasonably practicable after Our acceptance of Your written form, or online internet form or voice recorded application and it's related parts ('Application') & We will use all reasonable efforts to maintain the Service while You comply with this Agreement.
- 1.2 We will provide the telecommunications service(s) as indicated in the Application (the 'Service') to You in Australia through such Carrier or supplier network or networks as We nominate from time to time directly with the Carrier, supplier or network operator (the 'Carrier' or 'Supplier'). Where carriage is supplied, the quality of the carriage of the Service will be the same as that of the Carrier or Supplier.
- 1.3 Where We are providing mobile Services, We will provide You with a SIM card to use in relation to the Services. Notwithstanding clause 17, property in Your SIM card remains at all times with Us.
- 1.4 Where we are transferring mobile Services under mobile number portability arrangements, the SIM card provided in relation to the Services will be activated upon Your request for activation. If no such activation request is received within 15 business days of dispatch, We will activate the SIM card on Your behalf.
- 1.5 Where we are providing data Services, the access component of the relevant data service & optionally, a rented CPE router, are supplied to Us by a third party(s) as a wholesale Supplier.
- 1.6 You must not re-supply any of the Services without Our express agreement in writing.

2.0 Charges & Payment

- 2.1 Charges for the Services are determined in accordance with the rate plan or such other manner specified in the Application. We may change the amount of these charges or add new charges from time to time in accordance with clause 6. You will be invoiced for all calls, services, usage or other charges on a monthly basis with 14 days trading terms for payment of accounts thereafter. You must pay all invoiced amounts by the date specified on the relevant invoice. If you have nominated automatic direct debit, Your bank account or credit card will be charged 7 days from invoice date. Charges that do not appear on Your monthly invoice may appear on future accounts due to processing procedures.
- 2.2 Where we are providing mobile Services, monthly You must also pay Us:
 - a) charges for calls You have made to the extent those charges exceed the Minimum Monthly Spend as set out in the Application; &
 - b) charges for value added Services You have used.
- 2.3 Any charges billed to You after the cancellation date from Your previous service provider will be due & payable by You to that provider.
- 2.4 Our charges to You may involve fees for connection, initiation or cancellation of any Services.
- 2.5 Overdue accounts incur a handling charge calculated at the greater of \$5 or 1.5% per month on amounts outstanding or part thereof. We may charge You interest on overdue amounts at 3% above the per annum Commonwealth Bank Corporate Overdraft Reference rate applicable at the date of the bill, calculated daily.
- 2.6 We may, without notice, deactivate or cancel all or part of Your Service if any amount is not paid by its due date. We reserve the right to restrict any Service at any time if We feel the account has gone over its credit limit or the Service appears fraudulent. Discounts may also be revoked during the overdue period. If any amount has not been paid by the due date We reserve the right to deduct any unpaid amount (or part thereof) from Your credit card or charge card nominated on the application form.
- 2.7 Bill reprints are charged at \$15 per copy. Bill reprints required from Our Recoveries Division are charged at \$50.
- 2.8 If You default under this Agreement, We may use or disclose any personal information collected & recorded in relation to You to assist Us in the process of debt recovery. Personal information includes personal identifying details such as Your name, address, date of birth, employers & driving license details & status of any of Your accounts or related bodies corporate, Your credit history, & information about Your creditworthiness or capacity.
- 2.9 All payments made using either credit card, Diners Card, Australia Post & B-Pay will be subject to a 2% surcharge.
- 2.10 In consideration of Us having agreed to supply the services to You, the person signing this agreement ("the signatories") on Your behalf hereby jointly & severally guarantee the payment on demand of all monies which are or shall hereafter become due to Us by You. This guarantee shall be a continuing guarantee & shall not be affected by Us giving time or any other indulgence to You, nor shall any of Our rights to sue or report Your details to a credit reporting agency be affected hereby.
- 2.11 Where We are providing mobile Services, You must notify Us immediately if there is a problem with the Service or SIM card or if Your mobile phone or SIM card is lost or stolen. Failure to notify Us of the loss or theft

will result in You being liable for all charges from the date the SIM card was lost or stolen up to the date We were notified.

3.0 GST

3.1 Unless expressly stated otherwise, the charge payable for the Services under this Agreement are exclusive of GST. You must pay Us, in addition to the charges for the Services, an amount equal to any GST payable on the supply of the Services. That additional amount is payable at the same time any part of the charges for the Services is payable. We will issue a tax invoice to You for the supply of those Services at or before that time.

4.0 Transfer to Us

4.1 In providing the Services, We need to change Your arrangements with Your current supplier, & then We will do so in accordance with this clause.

4.2 By signing the Application or any other agreement for the provision of Services by Us:

- You authorise Us to sign on Your behalf & in Your name forms of authority to your current supplier of services to transfer the services into Our name.
- You will on request give written instructions Yourself to Your current supplier to transfer the Services from Your name to Ours.
- You will immediately pay to Your current supplier all amounts owing to it for the services being transferred up to the time of transfer to Our name.

4.3 You agree that for Us to provide the Service to You should You or Your nominee applies through Our online applications, or on www.ifcom.com.au, constitutes Your agreement to our terms & conditions. You should ensure that both You & Your nominee have read & understood Our terms & conditions.

5.0 Transfer from Us

5.1 If in the future You ask Us or another provider to transfer any of the Services to another supplier, then You remain responsible to Us for the amount payable for the Services up to the time when We transfer those Services to another supplier & You will immediately pay Us the amount on receipt of Our invoice.

5.2 The provision of Services ceases when we transfer those services to another supplier.

5.3 We will bill You for those services within the next normal billing period.

5.4 If thereafter We become aware of any other proper charges (including fees payable to any other supplier) for those Services up to the date of transfer, then You will immediately pay Us all such amounts on receipt of Our invoice.

6.0 Amendments to the terms & conditions

6.1 These terms & conditions, including charges for Services, may be varied, altered, replaced or revoked at any time by Our giving 20 days notice to You or will apply from 20 days when such terms have been revised on our website: www.ifcom.com.au

6.2 Without notice, We may at any time, change the Carrier or Supplier, or the Carrier's or Supplier's products.

7.0 Privacy

7.1 If Com adheres fully to the Privacy Act. Our privacy policy sets out the way in which We collect, use & disclose information about you. For a full copy of Our policy please visit Our website at www.ifcom.com.au & click on the privacy link.

8.0 Information

8.1 You consent to Us & Our Carriers or Suppliers exchanging Your information &/or details & the Carrier or Suppliers, We & Our respective related bodies corporate may all use Your details for Our own purposes.

8.2 You authorise the Carrier or Suppliers to disclose to Us all records, & in particular exchange line, mobile or network details, telephone usage or accounts information, communication usage records & call event records.

9.0 Credit Check

9.1 You will supply without delay all the necessary information to check the worthiness of Your credit rating.

9.2 If We consider it relevant to assessing this application, You agree to Us obtaining from a credit-reporting agency a credit report containing personal information about You.

9.3 You agree that we may give to any credit provider & / or credit-reporting agency any information contained in the Application. You also agree that We may seek from any credit provider & / or credit reporting agency any credit report (whether commercial for any named business entity, or consumer for any named individual) on all parties named in the application. You acknowledge & understand that such information can include any information regarding Your commercial or consumer credit worthiness, credit history or credit capacity that credit providers & / or credit reporting agencies are allowed to give or receive under the Privacy Act.

9.4 You authorise & permit Us to make independent enquiries of third parties concerning Your financial standing &, for this purpose, authorise & permit third parties to supply such information regardless of any confidentiality or privilege which applies to the information sought.

10.0 Limitation of liability

10.1 To the full extent permitted by law & subject to clause 10.2, We will not be liable in any circumstances, however arising, to You or any person claiming through You in contract, tort, or otherwise (including negligence) for:

- a) any economic loss or damage & in particular (without limitation), any loss of revenue, profits, actual or potential business opportunities, contracts or anticipating savings of profits; or
- b) any indirect or consequential loss; or
- c) the acts of omissions of the carrier or any of Our servants, officers, agents, contractors of subcontractors or the failure of, or fault or defect, in any contractors or subcontractors or the failure of, fault or defect, in any telecommunications service, network, facilities, equipment or service, used by Us in supplying telecommunications services; or
- d) Our failure to continue to provide the Service to You for any reason whatsoever. You acknowledge that We do not guarantee continuous fault free provision of the Services.

- 10.2 We accept liability to You in respect of any rights conferred on You by the Trade Practices Act 1974 & similar legislation where not to do so would be illegal, or would make any part of this clause 10 void or unenforceable. Otherwise, We exclude all conditions & warranties, where permitted by law to do so, at Our option, to:
- a) in the case of services (i) the supply of the services again or (ii) the payment of the cost of having the services supplied again &
 - b) in the case of goods (i) the replacement of the goods or the supply of the equivalent goods; (ii) the repair of the goods or (iii) the payment of the cost of replacing the goods or acquiring equivalent goods.
- 10.3 You agree to indemnify & keep Us indemnified from & against liability & all loss & damages caused directly or indirectly by any breach of this Agreement by You or from any claim or action arising directly or indirectly out of any negligence, fraud or willful act whatsoever, whether by You or any of Your servants, officers, agents, contractors or subcontractors.
- 10.4 To the extent permitted by law, You agree that Your indemnity shall survive the termination of this Agreement, against any actions, claims, expenses, demands, costs, damages, proceedings or any other liability whatsoever suffered by Us in connection with You using the services or CPE (as defined under clause 17) including, without limitation, You using or incorporating the services or CPE in other products used by You or supplied to You.
- 10.5 To the extent permitted by law, the provisions of this clause 10 also apply for the benefit of the Carrier.
- 11.0 Term of the Agreement, suspension, cancellation, or part cancellation of a product, or termination
- 11.1 In respect of each Service set out in the Application, this Agreement will commence on the date of its signing by You & will continue in relation to that Service until:
- a) expiry of the contract Term selected for the Service on the Application (Term); &
 - b) for further consecutive periods of 3 months, unless terminated one month prior to the expiry of any such period, or it is otherwise terminated in accordance with this clause.
- 11.2 The period in which the Agreement is effective in accordance with clause 11.1 shall be the Term.
- 11.3 We may terminate this Agreement if you breach any term or condition of this Agreement or if a receiver or receiver & manager is appointed over any of Your property or assets, or if a liquidator or provisional liquidator is appointed to You or if You enter into any arrangement with Your creditors or You assign or otherwise deal with Your rights under this agreement without Our prior written consent or, in the case of an individual, You die.
- 11.4 We may suspend the Services or any of them at any time without notice if any of the following occur:
- a) We are not satisfied with Our credit assessment of You;
 - b) If you breach any of the terms and conditions of this Agreement Your services will be suspended. If you have failed to remedy the breach within 10 days of Us providing written notice to You of the breach Your Service will be terminated.
 - c) You fail to pay amounts owing to Us by the due date;
 - d) We are unable, for any reason including default of a Carrier, to provide the whole part of the Service;
 - e) You become subject to any form of insolvency administration.
- 11.5 If We suspend the Services, You will still remain liable for all monies due to Us under the Agreement, during the period of such suspension.
- 11.6 If Your Service has been suspended by Us due to non compliance with terms & conditions of the Agreement a fee of \$25 (GST inc) is payable to reactivate Your Services.
- 11.7 If this Agreement is cancelled by You, or terminated by Us:
- a) any right which we have in respect of Your obligations under the Agreement that are not fulfilled when the Agreement is ended, will continue to exist;
 - b) You must pay Us all reasonable costs & expenses incurred by Us in relation to the Agreement ending;
 - c) Where we are providing mobile Services:
 - (i) all of Your rights to receive the Services from Us will end & You must return Us the SIM card that we provided to you;
 - (ii) You must pay amounts due at the time the Agreement ends, including the balance of the Minimum Monthly Spends for all the months up to the end of the Term.
 - (iii) You must pay an administration fee of \$275 (GST inc).
 - d) Where We are providing data &/or data access Services, such as DSL, ADSL, SHDSL, Ethernet, Wireless Broadband, Personal Broadband, Unwired, iBurst, Fibre, You must pay amounts due at the time the Agreement ends, including the balance of the Monthly Service Fees as set out on the Application or agreed by Us, including any amount for Service or CPE that was spread over a term, for all months up to the end of the Term, that remain unpaid at the date of Your cancellation. You will be charged for a full months Service or access fees for the month in which you cancel Your Service.
 - e) In addition to any liabilities arising under this clause & where We are providing fixed wire Services, if You terminate the Services before the expiry of the Term or such lesser time as is agreed in writing by You & Us, then You will pay Us a genuine estimate of the loss We will incur from the early termination of this Agreement. The amount of the loss will be calculated as being the difference between the charges billed to You until the date of termination & the charges that would have been billed to You for the Services supplied to You until the date of termination under an applicable standard rate or pricing plan.
- 11.8 If we agree to provide Service for a set Term, then the amount payable for the whole of that Term is a debt owing to Us at the time of entering into Agreement for which We may bill You even if You cancel the Service or terminate the Agreement before the Term ends.
- 11.9 Where You have entered into an agreement to purchase 2 or more of the following products from Us: Mobile GSM, Mobile CDMA, Fixed Wire (Inbound, Long Distance, Local, Fixed to Mobile, International), Fax Broadcast, Video & Voice Conferencing or Broadband, & during the Term of the Agreement You cancel the supply of one of the aforementioned products, the pricing of the remaining product(s) or service(s) will revert to

the non-bundled (or non-discounted), & thus adjusted, rate for the Service that We continue to supply service or product will not be more than an additional 20% on top of the pre-adjusted rate.

11.10 Where We are providing Data Services, if this Agreement is terminated in accordance with this clause, the Carrier may arrange for You to be supplied by the Carrier with the carrier's services that had been supplied by Us, but You acknowledge that the Carrier may not be able to make those arrangements immediately & once the Carrier makes those arrangements, those Services acquired by You will be acquired on the carrier's current rates & terms & conditions & the carrier will bill You accordingly.

11.11 Where we have provided a Technology Fund and You cancel the Service or terminate the Agreement before it's Term ends, then You will be liable to repay the full amount of the Technology Fund provided by Us for the Service. We will bill You for the amount of the Technology Fund provided to You for the Service.

11.12 If You take action to transfer your Services away from Us to a provider of your choice We reserve the right to change your fixed wire rate plan in accordance with the Telstra Business Line Complete pricing (as of 12/01/2007). This will effect calls and service & equipment made from your previous statement up to the date that you leave.

12.0 Removable Discount

12.1 Notwithstanding the provisioning of clause 11, if We provide a service at a discount on payment over a set Term & You cancel the Service or terminate the Agreement before that Term ends, then You will be liable to pay the full undiscounted amount for the Service for the period prior to cancellation & termination. We will bill You for the amount of the discount allowed to You during the elapsed period on Your next bill.

13.0 Confidentiality

13.1 You will keep confidential all information supplied by the Carrier or Us.

14.0 Force Majeure

14.1 We will not be liable for any delay in the connection of or failure in the operation of Services due to any occurrence reasonably beyond Our control including failure of any link provided by the carrier.

15.0 Entire agreement

15.1 This Agreement contains Your & Our entire understanding to the exclusion of any & all-prior or collateral agreement of understanding relating to the Services provided whether oral or written. You acknowledge that You have not entered into this Agreement in reliance upon any statement made by Us, other than as expressly contained in this agreement.

15.2 If any part of this Agreement is found to be invalid or of no force or effect this Agreement shall be construed as though such part had not been inserted & the remainder of the Agreement shall retain its full force & effect.

15.3 To the extent that any Service specific term or condition conflicts with any other term or condition in this Agreement, the term or condition specific to the Service will apply.

16.0 Assignment

16.1 We may assign the benefit of this Agreement at any time to a person or corporation nominated by Us, including a Carrier, &, in such event, such Assignee or nominated carrier shall deal directly with You for the purposes associated with the provision of Services under this Agreement.

17.0 Notices

17.1 Any notice, demand, consent or other communication required to be given by either party must be delivered personally, or sent by email, prepaid mail, or by facsimile to the address of the other as last notified.

18.0 Governing Law

18.1 This Agreement shall be governed & constituted in accordance with the law of New South Wales & the parties hereby submitted to the jurisdiction of the Courts of that State.

19.0 Disputed Amounts

19.1 In the event that a bill is disputed by You, You agree to pay Us all the total amount as indicated on the disputed bill without deduction or set-off & We agree to refund any monies found to be charged incorrectly after reasonable & proper investigation.

19.2 If a billing dispute is not raised within 12 months of the bill issue date, charges will be deemed correct & payable by You & any backdate/credit of these charges if required will not exceed a 12-month period prior to the date the dispute was raised.

20.0 Communications & Content

20.1 You are responsible for the content of the messages You communicate when using Our Services as well as the consequences of those message. You agree that You will not use Our Services to engage in activities that are illegal, obscene, threatening, defamatory, invade privacy, infringe intellectual property rights, or otherwise injure third parties or are objectionable. You may not use a false email address, impersonate any person or entity, or otherwise mislead others or Us as of Your identity. We reserve the right to suspend or terminate the Service in the event of a breach of this clause & in such cases You will be responsible for any cost associated with the suspension or termination of the Service.

20.2 We believe that any correspondence or emails from Us or its related parties are a valuable part of Our Service as they enable You to keep up-to-date with matters regarding Internet security, viruses, useful tools, promotions, sites of interest & other related matters. The corresponding emails do not constitute Spam as We have a continuing business relationship with You. However, if You do not wish to receive such commercial communication from Us please contact Us to unsubscribe, otherwise We will continue sending You relevant information until You request Us to remove Your email address (this does not affect other electronic communications specifically regarding the provision of the Service to You account).

21.0 Use of Mobile Phone or SIM

21.1 Where we are providing mobile Services, if You use a roaming service overseas in connection with Your mobile phone, You agree to pay all call charges in connection with the provision & use of the roaming Services, including local taxes & surcharges. We may require You to pay a \$500 security deposit prior to making roaming facilities available.

- 21.2 Where we are providing mobile Services, if you fail to comply with the terms & conditions outlined herein, We may use the security deposit or any part thereof, to meet any cost, loss or liability incurred as a result. Where appropriate providing that You have met the provisions of terms & conditions of this Agreement, We will return the outstanding balance of the security deposit, without interest to You.
- 21.3 Where we are providing mobile Services, You understand that while roaming an overseas network will provide some of the Services. There may be limitations to the overseas networks, which may not have been advised to You by Us.
- 21.4 We may at Our option immediately disconnect a mobile Service that
- transits, refills or aggregates domestic or international traffic on the mobile network, or
 - who without Our express permission uses Our mobile Services (including any SIM card) in conjunction with a device that switches or reroutes calls from the mobile network.
- 22.0 Supply of local call Services or re-billed Services only.
- 22.1 For any one calendar month, where We are supplying You with local call (not long distance, data, or mobile Services) or Services re-billed from another Carrier or network, We will charge you \$25 per calendar month for the month that only local call or re-billed Services were supplied.
- 23.0 Installation & Programming of Equipment
- 23.1 Where we are providing fixed wire Services, You will assist Us in ensuring that any equipment necessary for You to receive the Services & access Our network is installed & programmed so that calls to destination nominated by Us from time to time are, as far as possible, carried by Our preferred switched services network.
- 23.2 Where we are providing data &/or Broadband Services, You will assist Us in ensuring that any equipment necessary for You to receive the Services & access Our network is installed & maintained.
- 24.0 Conditions of data &/or Broadband Services
- 24.1 We do not supply a standard telephone service with the Broadband access component & as such the Service is not subject to the "Customer Service Guarantee" standard administered by the Australian Communications Authority & it may be necessary to terminate the Service if You request another Carrier to provide a standard telephone service after the date of this Agreement.
- 24.2 We may, at Our discretion, provide the Service by using either:
- an existing or new Unconditional Local Loop Service ('ULLS'); or
 - an existing or new access line that supplies a standard telephone service; provided by Telstra Corporation Limited ('Telstra') or a reseller of Telstra, depending on the technical & operational requirements of the particular Service.
- 24.3 In the case of clause 24.2(b) above, You agree:
- that You are the customer of Telstra or a Telstra reseller in respect of the standard telephone service;
 - that We can only provide the service whilst You remain a customer of Telstra or a reseller for the standard telephone service;
 - that We will terminate the service if You cease to be a customer of Telstra or a reseller;
 - that the installation of the Service may cause temporary disruption to the standard telephone services; &
 - that certain incompatible products will not be supplied to You by Telstra or a reseller of Telstra.
- 24.4 Where a telephone exchange area is shown as being Broadband (ie. DSL) enabled, there is no guarantee that individual telephone services provided from that exchange will qualify for DSL service provision.
- 24.5 The performance of the end-to-end service offered over DSL is determined by the quality of the copper line & the distance from the DSL exchange. As such the performance of the end-to-end service can only be estimated until We have qualified the line performance. We will accept a customer order upon appropriate qualification where the line performance meets Our service objectives & the availability of the said service.