

Summary Standard Form of Agreement

1. Standard customer agreement

Within this Agreement we (Telcom Pty Ltd ACN 158 227 420 of PO Box 7738, St. Kilda Road, Victoria, 8004) will be collectively referred to as Telcom, we, our or us. Our standard customer agreement is a standard form of agreement for the purposes of telecommunications legislation. It sets out the terms & conditions under which we supply to our customers with individual services and equipment, or bundled products of services and equipment called Packages, we agree to supply you with Telecommunications services on the following terms.

We will provide you with services in accordance with these terms and conditions that form our agreement with you. Our agreement also includes your application that may be either in writing or a recording if you made an application by telephone, the recording will be binding in the same way as a written agreement. Our agreement with you commences when you sign the application or when you complete the recorded application for service, you receive this agreement and we accept your application; the provision of services to you commences when your account is created and provisioned within our system. 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 advertise that change in a national daily newspaper at least 3 working days before it takes effect or we will send you a notice about the change, with or on your bill or by another method of our choice, at least 3 working days before it takes effect. If we advertise the change as described above and do not send you a notice about the change before it takes effect, we will send you a notice about the change, with or on your bill or by another method of our choice, within 16 weeks after the variation 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.

Important Notice to the Consumer - You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement; Details about your additional rights to cancel this agreement are set out in the information attached to this 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 and Mobile 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 relating to fixed wire, mobile and data/Internet services

We will provide the Package to you as specified in your Application. We will provide the Services to you using our facilities and those of other suppliers and/or carriers. Our services may be added to or varied at anytime and we may change our suppliers without reference to you. We do not warrant that we will be able to supply you with services, but to the extent that carriers and suppliers provide services to us, we will provide those services to you. If your services are disrupted, we will do our best to have those services reinstated as soon as we are able. 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 Telcom Rate Sheets.
- The **Minimum Term** for your Package is specified in your Application. In some cases, you will remain liable for charges for your Service fees, Rental Equipment or Purchase Equipment ("**Equipment**") for the entire Minimum Term, but you may vary or cease your spend on Services under that Package.

We may permit you to give us written notice 1 month before the end of the Minimum Term that you wish to terminate your standard customer agreement. If you do not give us notice, your agreement with us may be automatically extended on a month-to-month basis. During this period, we may terminate by demanding the Rental Equipment from you, or you may terminate by delivering the Rental Equipment to us. No notice period applies during this time.

- **Variation / termination of Voice Services:** Within 1 month prior to each 12-month anniversary of the date of connection of Service or 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 a Services Early Termination Charge.

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 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.

There may be Minimum Monthly Spend and Minimum Term requirements for Services that do not form part of a Package. If you terminate such Services before the expiry of its Minimum Term, a Services Early Termination Charge may apply.

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. We may terminate this agreement immediately (a) if you breach or fail to perform satisfactorily or observe the terms and conditions of this agreement (b) if a receiver or receiver-manager is appointed over any of your property or assets, if a liquidator is appointed, 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 (c) if the carrier(s) cease to provide necessary services to us. You may terminate this agreement by one of the following methods: telephone 1300 368 168, email to custcare@telcom.com.au, by fax to 1300 368 880 or in writing to 'Attention Customer Service' PO Box 301, Melbourne, Vic 8009

We do not promise to monitor your Service for excessive or unusual usage or your level of liability for charges for such usage. You acknowledge and agree that we can suspend, cancel or bar your Service if it is used in an excessive or unusual way, but do not promise to do so. If we do suspend, bar or cancel your Service, you still have to pay for any charges incurred for any excessive or unusual usage (regardless of how caused) and the provisions relating to liability and indemnity also remain unaffected. We are not responsible for any equipment tampering or service fraud. Should you have any questions in relation to steps that may be taken to reduce the potential risk of fraud in relation to a service or telecommunications equipment, please contact us and we will endeavor to provide such information or direct you to an appropriate source of information.

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: You also have certain obligations in respect of the Equipment as specified in the standard customer agreement. 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 (Telcom) 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 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, Data/Internet and Mobile Services

We (Telcom) 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. If you select a Service (any of our services) with a minimum term of 6, 12 or 24 months, the Minimum Monthly Spend component (the plan fee) will be billed a month in advance and if you terminate the agreement prior to the expiry of the minimum term, an early termination fee equal to the amount as calculated and identified on

the applicable rate sheet for the product you have selected may apply; for the purposes of this section the rate sheet will form part of this agreement.

Faults and repairs: We provide a fault reporting service. You should notify faults to our help desk by calling 1300 368 168. 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 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. You will need to pay your existing telecommunications supplier and there may be consequences arising from your existing telecommunications services contract, which you need to check.

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 in Schedule 3 to Part E of the standard customer agreement.

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.

Configuration: Changes to the configuration of the Data & Internet Services Related Equipment may be subject to a configuration charge specified in Part E of the standard customer agreement. We will use reasonable endeavors to configure the Data & Internet Services Related Equipment such that it works with your network but local network configuration is your responsibility. Telephone configuration changes are only available for our supported modems and routers.

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 at our website on www.oceaniatelecom.com.au or by calling our customer service number on 1300 368 168. Otherwise you should notify any Faults to our help desk by calling 1300 368 168. Part E 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 are incurred necessarily to carry on your business.

Availability: We provide Voice Services and Data & Internet 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 Telcom Rate Sheets applicable to and reflecting the Service you selected, the charges stated in the Application and the standard customer agreement including Schedule 2 of Part E for Data & Internet Services, and for miscellaneous charges, details of which are available on request. We will send you an invoice for services based on our current charges; we may vary those charges from time to time. We generally issue invoices to you monthly in advance for plan charges or line rental (if we are providing you with those services) and monthly in arrears for usage charges. An invoice will generally include charges that relate to the current billing period and/or advanced charges but we may also include charges from previous billing periods incurred no more than 190 days before the current billing period. 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. Other charges that may appear on your invoice are (a) interest calculated at the rate of 1.5% per month or part thereof and a late payment fee of \$17.25 ex GST if you do not pay your account by the due date (b) other carriers' and suppliers' charges to us with our margin included for services and add-on services, including fees for connection, initiation, increases, monthly connections or cancellation of any service (c) GST (d) we may charge a credit card surcharge of 1.5% for Visa and MasterCard and 3.5% for American Express and Diners of the payment amount, plus applicable GST. Exemptions may apply. (e) \$30 ex GST for each service transferred if you require a change of lessee in your business (f) \$10 ex GST if you require reprinting of an invoice (g) usages based charges in accordance with our published tariff if connection is made to an Internet Service provider (ISP) (h) a payment processing fee of \$1.90 for all non-direct debit account payments and 90c for direct debit account payments. Exemptions may apply (i) plan fees as applicable (j) \$65 ex GST temporary disconnection fee if applicable (k) \$15 ex GST 'payment declined' fee if applicable. 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, line rental and plan fees 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 368 168.

Cooling-Off Period: If you completed a contract for service (verbal or otherwise) and you did not make the original request or approach to us (Telcom), you are entitled to rescind (*i.e. cancel*) the contract you made, relating to the supply of the telecommunications services and/or products as described during the application process, by sending a notice to rescind to us (Telcom) 'Attention Customer Service', PO Box 7738, St. Kilda Road, Victoria, 8004 or faxing the notice to 1300 368 168 or sending an email to custcare@telcom.com.au, at any time within the 10 day cooling-off period that begins on the day after you receive a copy of this Agreement.

You are not entitled to terminate the contract within the cooling-off period if the contract was made as a result of an unsolicited request by you to us to attend or telephone at the place where the contract was made. The date you received this agreement is the date we accepted your written or oral Application.

If you receive hardware, before opening the box please look at the photo and description of the hardware and ensure that you are happy with the item. If you wish to cancel your contract please return the hardware to us within the time period specified above, if the hardware box is returned opened charges may apply.

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 line rental, plan fees and 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. If you do not pay by the due date we may suspend, temporarily disconnect or discontinue all or part of our services after the required notice period is given. We may engage the services of a third party supplier for the purposes of collecting overdue amounts. We are entitled to recover reasonable costs incurred in recovering any overdue amounts in addition to the overdue amounts. We will notify you prior to taking any debt recovery action that will result in further charges to you. We may charge a \$50 ex GST debt collection administration fee. 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.

GST: all rates and pricing for business products are exclusive of GST.

Security deposit and spend limits: We may require you to lodge a security bond and may deduct from that bond any amounts owing to us 30 days after the date of issue of an invoice. We may also set a limit on the amount we will allow you to spend during a month.

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.

Exclusion of warranties and limitation of liability: 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 & limitation of liability: 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. To the maximum extent permitted by law we will not be liable in any circumstances to you or any person claiming through you under statute or the common law for; (a) any property or economic loss or damage (including loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings or profits) (b) any direct or indirect or consequential loss, however arising (c) the acts or omissions of the carrier or any of our servants, officers, agents, contractors, subcontractors or of the failure or defect in any telecommunications service, network, facility, equipment or service used by us in supplying the Services (d) our failure to continue to provide the Services to you for any reason whatsoever. You acknowledge that any liability the carrier has to you in relation to telecommunication service is governed by the terms and conditions current from time to time under which the carrier supplies service(s) to its own customers. We are not liable to you for any delay in the connection of or failure in the operation of services due to any occurrences reasonably beyond our control including failure of any link provided by the carrier. We are not liable for any failure to provide all or part of any of the services.

Information: you hereby consent to (a) our supplier(s) and us and related bodies corporate exchanging information about you (b) provide us with any information we request in connection with our providing the Services to you under this agreement. (c) to our conducting a physical audit of the services and any equipment supplied in respect of the services. (d) our supplier(s) disclosing to us all records and in particular exchange line details, telephone accounts information, call charge records and call event records, data usage records, ADSL service details. (e) receive marketing material from us or our associated companies unless you request otherwise. (f) keep all information provided by us confidential.

Amendments to the Terms and Conditions: We may (a) vary, alter, replace or revoke at any time without notice these terms and conditions, including our charges. (b) Change our suppliers or product/services or rates without notice. (c) Provide to third party suppliers and service providers your details for the purpose of providing you with services.

Notices: Any notice, demand, consent or other communication required to be given to either party must be delivered personally, sent by ordinary mail to the last notified address of the other party, sent by email or facsimile communication or via telephone where a record of the communication can be given by us.

Governing Law: This Agreement shall be governed by the laws of Victoria, Australia.

General: 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 and the remainder of this Agreement shall retain its full force and effect. We may assign the benefit of this Agreement to a person or corporation nominated by us, in this event such assigned or nominated party shall deal directly with you for the purpose associated with the provision of service under this Agreement. Any and all legal costs incurred by us in enforcing our rights pursuant to this Agreement including by not limited to the recover of monies payable by you are payable by you to us on a full indemnity basis.

Entire Agreement: This Agreement contains your entire understanding as to the Agreement between you and us and supersedes all prior or collateral agreements or understandings relating to the services whether oral, recorded or written. You acknowledge that you have not entered into this Agreement in reliance upon any statement made by any person not contained in this Agreement. Your signed application form (or a copy thereof) or voice recording (or copy thereof) forms part of our contract with you. A copy or a facsimile / email copy will bind you as if it were an original. Up to date copies of the standard customer agreement and summary are available on request from us at Ground Floor, 493 St. Kilda Road, Melbourne 3004 and from our website at www.telcom.com.au.

12. Customer Service Guarantee (CSG)

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. 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 specify monetary compensation. Our CSG policy is available on our web site at www.telcom.com.au. Further information about the CSG 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. 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**), 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 our website at www.telcom.com.au

14. Privacy and Credit

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 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. We reserve the right to disclose your personal information as is required by the governing legislation. 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 by contacting our privacy officer on 1300 368 168 or ticking the appropriate box in the Application form.

If you have any questions relating to privacy, you can contact our privacy officer on 1300 368 168. You can also access further information on our website at www.telcom.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 ticking the appropriate box in your Application or by sending a blank email to: unsubscribe@telcom.com.au

15. Fair Use Policy

Our Fair Use Policy is to ensure that Telcom customers do not use our services in an excessive or unreasonable manner. Such usage may affect the quality or reliability of our services and the ability to offer discounted services to any or all of our customers on this type of plan. Our Fair Use Policy applies whenever you use any or all of our services. Local, long distance or calls to mobiles etc, at rates lower than our standard rates, capped or limited liability plans for similar service usage. It also includes any plan based on special conditions in favour of the customer.

Our Fair Use Policy applies to all Telcom plans and specifically to those plans that include fixed monthly fee component that is inclusive of the following: Local calls; National Long Distance calls; Calls to mobile phones; and/or a combination of any or all three. Local calls and National Long distance calls exclude calls to operator assistance, calls to directory assistance, calls to telephone numbers beginning with 19, 1300, and 13 prefixes, data calls and calls that are initiated by dialling an override code. Telcom reserves the right to exclude any other call type that may affect the quality or reliability of our services and the ability to offer discounted services to any or all of our customers. Calls to mobile phones excludes calls to satellite mobile services, for example MobileSat, data calls and calls that are initiated by dialling an override code. Telcom reserves the right to exclude any other call type that may affect the quality or reliability of our services and the ability to offer discounted services to any or all of our customers.

Excessive Use: You must not use any of services in any way at the complete discretion of Telcom that we deem to be excessive. Excessive use would be if you used more than the average of a normal months usage averaged over the previous 12 months. We also consider it excessive if you used any single or aggregated components [local calls, long distance or calls to mobiles etc] of your service more than the total average of a normal months usage for the same component averaged over the previous 12 months. Excessive use would include using services provided by Telcom for any form of telemarketing; excessive use would also include changing your services to include other users on the same service. These would include allowing different users to access and use the service that normally didn't use the service. Should Telcom find your usage to be excessive, and in breach of our Fair Use Policy we will begin to charge your service at our standard rates for a similar service for your usage. Telcom may then ask you to reduce your usage. If usage continues at an excessive level following this request, we may refuse you access to our discounted or capped rates and you will then be continued to be charged at our standard rates for a similar service for your usage.

Unreasonable use: You must not seek out ways or invent methods that are not part of your normal business activity when you

previously used this service. We think it is unreasonable if you use the 'included' or discounted service for purposes other than for your business or personal use. Telcom also considers any service that is connected to or associated with a device that alters the normal use of the service as unreasonable use. Telcom includes using the service in connection with a device that automatically transmits or receives data or other information as unreasonable use. If we consider your use of our 'included' or discounted service is unreasonable we may refuse you access to our discounted, special plan or capped rates and you will then be charged at our standard rates for a similar service for your usage.

15. Rate Plans

PLAN TERMS (APPLIES TO ALL PLANS) - The Monthly Access Fee is charged in advance and is prorated from the date your services are preselected with Telcom. Plans are provided on the terms of the Telcom Standard Form of Agreement and Fair Use Policy; Telcom can withdraw the plans anytime without notice. Timed calls are charged in 30-second blocks. An early cancellation fee of \$250 or 50% of the plan fee remaining for the duration of the contract term or any other amount specified on the rate sheet associated with the plan you have selected applies per line if you cancel your plan within the contract term and is payable within 14 days from the final invoice due date. Additional charges may apply for late payment of phone bills, reprint of bills, non Direct Debit and for reconnection of phone services if services were suspended due to non-payment within due date. Particular service plans can't be combined with any other offers from Telcom. You will need an active ABN to set up a new account. Itemised E-bills will be issued monthly, printed and mailed bills incur a surcharge of \$1.90, payment via American Express incurs a 3.5% surcharge and payment via Diners Club incurs a 2.9% surcharge on the final invoice amount payable. These plans are only available on PSTN phone lines.

Price Promise Guarantee

If any other service provider offers you a better fixed wire phone plan, we (Telcom) will beat it. This will guarantee that you are always on the best and cheapest possible plan. Occasionally, you may see what may seem to be lower rate plans, please call us (Telcom) immediately and we (Telcom) will review the offer to **make sure you get the best deal**. If necessary, we will create a special rate plan for you to suit your requirements.

Price Promise Policy: If any other Australian service provider offers you a fixed wire PSTN plan that is better (the plan must include the same call types and service components) than the available Telcom fixed wire PSTN rate plans, we will match or better the rates offered for the duration of your service with Telcom. Terms – subject to the terms of the Telcom Standard Form of Agreement and subject to a like for like comparison of your Telcom phone bill with the rates plans offered by the alternative service provider. The Customer's plan will be re-rated only in the event that Telcom has reviewed rate plans identified by the customer and has determined that the particular plan is cheaper than available Telcom plans. The Price Promise applies to PSTN fixed wire services only, excludes other call types including but not limited to inbound service (13,1300 and 1800), mobile services and ISDN services.