

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

PRIMUS ONLINE PTY LTD ABN 29 092 063 691 ('PRIMUS ONLINE')

SUMMARY OF PRIMUS ONLINE STANDARD FORM OF AGREEMENT FOR INTERNET SERVICES (version 201205)

This is a summary of PRIMUS ONLINE Standard Form of Agreement for Internet Services ("SFOA") containing the terms on which PRIMUS ONLINE supplies Internet Services to its Customers.

The SFOA:

- Is a standard form of agreement under section 479 of the Telecommunications Act 1997;
- May be amended by PRIMUS ONLINE from time to time in accordance with the Act and ACIF Consumer Contracts Code (where applicable);
- Does not apply if otherwise agreed between PRIMUS ONLINE and a Customer.

This summary is for information only; the SFOA itself has legal effect. Copies of the SFOA (and additional terms which apply to particular Services) are available on PRIMUS ONLINE website www.primusonline.com.au. Up to date copies of this summary are available from PRIMUS ONLINE on request.

SERVICE SCHEDULE

PRIMUS ONLINE supplies Internet Services under the Plan identified in Your Application on terms and conditions in the Service Schedule and the Core Terms, subject to the Consumer Contracts Code, where it applies.

You acknowledge:

- Internet Access depends on factors beyond PRIMUS ONLINE's control;
- PRIMUS ONLINE has no control over the accuracy or appropriateness of any information on the Internet;
- PRIMUS ONLINE is not responsible for any software or data on the Internet;
- unless agreed otherwise, You are responsible for modem and other Equipment and for the standard telephone service or other connection to the Internet and for ensuring availability of access by a local or untimed call;
- You may lose pre-existing email addresses;
- Your acceptance of the conditions which apply to Your selected Plan;
- there is no carry forward or allowance for data transfer or time online entitlements unused in a period;
- You are responsible for all usage on Your Internet Access account;
- all I.P. addresses remain the property of PRIMUS ONLINE;
- the need to check regularly Your PRIMUS ONLINE email inbox for mail from PRIMUS ONLINE;
- advice provided by PRIMUS ONLINE outside its direct responsibility is on a no liability basis;
- PRIMUS ONLINE may use: "kilobyte (KB)"=1000 bytes, "megabyte (MB)"=1000 KB; "gigabyte (GB)"=1000 MB and like rounded numbers for multiples of bits;
- PRIMUS ONLINE may cancel a secondary email address which has not been accessed for more than 90 days.

You must not:

- spread any virus, trojan or other harmful thing or engage in denial-of-service attacks or port scan;
- breach any law regulating Internet content or email;
- attempt to obtain access to or control of any other computer or network;
- contravene any privacy law or send spam mail;
- contravene PRIMUS ONLINE's Acceptable Use Policy;
- for a Residential Service, resell Service, establish multiple connections or connect to a LAN (except where the Service is one specified as supporting a LAN).

For security, You should:

- avoid unexpected charges by regularly monitoring data usage (Customer statistics are available in Account Toolbox on PRIMUS ONLINE website);
- protect Your user identity, email address and password;

- exercise care in disclosing personal information (including credit card details) on the Internet;
- use current anti-virus software and firewall and keep current on Internet security issues;
- restrict access to Your Equipment;
- be careful accepting emails or files from unknown sources;
- protect users from unsuitable Internet content;
- be aware that premium rate "190" and international "0011" telephone call charges can be incurred inadvertently when accessing certain Internet sites.

Early Cancellation

The Consumer Contracts Code gives You the right to terminate an Agreement with a Minimum Term early in limited circumstances. In all other cases, PRIMUS ONLINE's policy is that cancellation will not be permitted during a Minimum Term unless You satisfy it that special circumstances apply. If PRIMUS ONLINE in its absolute discretion agrees to early termination, the following clauses apply.

If, during a Minimum Term, a Service is terminated by You or by reason of Your breach ("Early Cancellation") You must pay:

- In the case of an ADSL Internet Access Service:
- price of any modem or other Equipment sent to You (unless returned to PRIMUS ONLINE at Your cost in its unopened original packing within 7 days of cancellation, in which case a handling fee of \$50.00 applies) plus a charge for installation actually carried out or for which PRIMUS ONLINE is liable; plus
- EITHER if the Early Cancellation occurs before Your first log-in, a cancellation fee of \$200.00 (less any establishment fee already paid);
- OR if the Early Cancellation is after Your first log-in:
 - if Minimum Term of Plan is 12 months or less, You must pay the total (not exceeding \$1,000.00) of Fixed Charges that would have been payable over the balance of the Minimum Term; or
 - if the Minimum Term is more than 12 months, You must pay the total of Fixed Charges that would have been payable over the balance of the Minimum Term up to a period of 12 months from the date on which the Plan commenced and 30% of Fixed Charges after that (capped at \$1,500.00).

In the case of Early Cancellation of a dial up Internet Access Service:

- You must pay the total of Fixed Charges payable over the balance of Minimum Term (capped at 6 months).

In the case of Early Cancellation of an Internet Service, other than ADSL Internet Access Service or a dial up Internet Access Service,

- You must pay the establishment or set-up fee and any amount for a modem or other Equipment and any cancellation or other fee that PRIMUS ONLINE is obliged to pay any Other Supplier and the total of any Fixed Charges over the balance of Minimum Term.

If the Consumer Contracts Code applies:

- amounts charged for breach or Early Cancellation will not exceed a reasonable estimate of PRIMUS ONLINE'S loss
- if Early Cancellation is pursuant to an offer of early release under the Consumer Contracts Code You must only pay (a) usage or network access Charges up to the end of the Agreement and (b) outstanding installation costs and (c) outstanding costs of equipment that can be used with another service provider.

Prepaid Internet Services

- Unless topped-up, these services will expire (and email addresses cancelled) when specified usage level is reached or at the end of the validity period or use-by date (whichever earliest) specified in prepaid kit or at time of top-up;
- These services will also be subject to any terms specified in prepaid kit;
- Unused hours will not be carried forward and will be the subject of a refund;
- You are to direct queries or complaints re a prepaid kit to the merchant who sold the kit (or, if the ACIF Complaint Handling Code applies, to PRIMUS ONLINE).

ADSL (and other xDSL) Internet Access Services

- These services are not available in all areas or to all telephones. Some areas will be subject to an additional regional charge;
- The commencement date of service may be delayed by factors beyond PRIMUS ONLINE's control;
- Depending on the nature of the Equipment additional charges may apply;
- These services may be incompatible with some other services;
- 'Inclusive Data' is amount of data, which can be downloaded in a month without incurring 'Excess MB' charges;
- 'Excess MB' charge applies for amounts of data in excess of 'Inclusive Data' allowance, downloaded in any month;

- Data transmission speeds are shown as downstream/upstream speeds e.g. 256/64 represents 256kbps downstream/ 64kbps upstream;
- Approximately once every 24 hours, connection will be interrupted for approximately 30 seconds for billing record update;
- If You request PRIMUS ONLINE to relocate the Service (and produce to PRIMUS ONLINE telephone bills for both the old and new Site) then if PRIMUS ONLINE is able to relocate the Service, You will pay \$90.00 relocation fee (plus the cost of any necessary additional Equipment and installation charges);
- If PRIMUS ONLINE is unable to relocate Service, PRIMUS ONLINE will release You from your obligations under the Agreement, subject to payment of all charges up to the date of release, plus if the relocation occurs within the first 6 months of the Minimum Term, a \$200 cancellation fee.
- If Service is suspended or disconnected because of anything for which You are responsible (e.g. late payment of account or interruption to Customer's telephone service) PRIMUS ONLINE may, subject to Consumer Contracts Code, treat the suspension or disconnection as an Early Cancellation (as above) or may continue the Service on payment of a \$100 reconnection fee.
- Where Consumer Contracts Code applies, non-relocation charges / cancellation fee and late payment / breach / Early Cancellation charges will not exceed a reasonable estimate of PRIMUS ONLINE'S loss.

Virtual Web Site Hosting

SFOA contains terms that apply specifically to Virtual Web Site Hosting and only if PRIMUS ONLINE has agreed to provide a Virtual Web Site Hosting service to Customer.

Email Virus Protection and Email Spam Protection

- These are additional Services that incur extra charges. Either party may on notice terminate these Services. However, You will must pay until the last day of the month during which these Services were terminated.
- These Services do not protect against spam or viruses from sources other than incoming email to the Customer's nominated PRIMUS ONLINE email address. You should also use a current and reputable desktop security program
- Brightmail Inc and Symantec as Licensor to PRIMUS ONLINE do not have any liability to You.
- These Services cannot be configured to Your individual requirements and are not foolproof.
- Email Virus Protection may not identify all viruses and some email may be delayed or lost.
- Email Spam Protection scans incoming email for probable spam which is diverted to Your PRIMUS ONLINE Spam Folder, where it is held for 7 days, then automatically deleted, without notice. It may not correctly identify all spam and some email may be wrongly identified as probable spam. You should check Your Spam Folder at least every 7 days, to move items which You wish to retain. Email in the Spam Folder counts towards volume of Your data usage and mail box limit.

iSpeed

iSpeed is a download acceleration Service at extra cost to selected Primus-AOL dial-up Customers. Not effective with all data types or all websites and does not increase upload speed from You. Not compatible with all hardware and software. Contracts are monthly and can be cancelled from the end of any month.

CORE TERMS

TRANSFER OF SERVICES: Where applicable, PRIMUS ONLINE is authorised to transfer accounts and services from an existing service provider. You remain responsible for any charges payable by You to existing provider.

CHARGES: Subject to Consumer Contracts Code (where applicable) and any agreement to the contrary, Charges may be varied by PRIMUS ONLINE. Current Charges may be viewed on the PRIMUS ONLINE website or obtained from PRIMUS ONLINE. Where Consumer Contracts Code applies and contract has fixed term, PRIMUS ONLINE will give 21 days notice of increases including offer of early penalty-free release from contract – limited exceptions apply.

INVOICES AND PAYMENT: Unless otherwise specified, Invoices are sent monthly, by mail. Invoices are payable within 14 days, by cheque or otherwise as specified on the Invoice. You are responsible for payment of Charges arising out of the use of a Service by any person, with or without Your consent. Late billing policy: PRIMUS ONLINE'S policy is not to late bill by more than 190 days charges covered by the ACIF Billing Code.

- If Charges are not stated to be GST inclusive, You must also pay GST.
- If You do not pay an Invoice within 14 days, PRIMUS ONLINE may charge a late payment fee, not exceeding \$15, including GST. PRIMUS ONLINE may also charge penalty interest under Interest Rates Act 1983 (Victoria) and may suspend or terminate Service. Suspension or termination will be in accordance with Consumer Contracts Code and / or ACIF Credit Management Code (where they apply).

PRIVACY: PRIMUS ONLINE Privacy Policy and Statement are available at www.primusonline.com.au/privacy.php. Please see that document for all privacy information.

EQUIPMENT: PRIMUS ONLINE retains ownership of all the PRIMUS ONLINE Equipment (except any Equipment which is sold to You).

Title to Equipment that is sold to You will remain with PRIMUS ONLINE until payment in full of the purchase

price.

Risk in Equipment will transfer to You from the time of its delivery to a Site.

CUSTOMER OBLIGATIONS: You will use a Service only for the purposes and subject to conditions specified by PRIMUS ONLINE.

You will provide PRIMUS ONLINE access to each Site and all the Equipment.

You will use only Equipment approved by PRIMUS ONLINE.

You will not, unless PRIMUS ONLINE agrees in writing, resupply a Service. You will ensure that no other person using a Service does anything that would be a breach of the SFOA.

You will not use a Service to distribute material or do anything else that is offensive or illegal or which may give rise to legal liability, for PRIMUS ONLINE or You or anyone else.

You will comply with conditions imposed by any third party service provider ("Other Supplier").

No Other Supplier has legal responsibility to You in relation to the Services.

FAULTS: PRIMUS ONLINE has a 24-hour fault reporting service for Internet Services. PRIMUS ONLINE will use reasonable endeavours to correct faults for which it is responsible. You are responsible for Your Equipment.

TERMINATION: Unless minimum term or fixed period is applicable, either You or PRIMUS ONLINE may terminate Residential Services at any time; and may terminate any other Service on not less than 30 days notice. PRIMUS ONLINE may terminate or may suspend a Service if You die, become insolvent, breach the SFOA, cease to use a Service or if it is necessary to maintain, repair or protect the network or any Equipment.

Where Consumer Contracts Code applies:

- PRIMUS ONLINE will always give at least 30 days' notice of termination for its own convenience.
- Refund of unused credits may apply.
- Suspension or termination will be in accordance with Code and / or ACIF Credit Management Code (where it applies).

WARRANTIES: PRIMUS ONLINE gives the warranties that it is required to give by law, under the Trade Practices Act and consumer legislation. In the case of goods, PRIMUS ONLINE will provide you with the same warranty on any goods it supplies as the manufacturer / importer provides for those goods. Subject to those warranties and to any specific warranties PRIMUS ONLINE does not warrant that any Service will be continuous or fault free or suitable for any application that needs continuous fault free service.

CUSTOMER SERVICE GUARANTEE does not apply to Internet Services.

LIMITATION OF LIABILITY: PRIMUS ONLINE accepts liability imposed by Consumer Legislation, but where it is lawful to do so, PRIMUS ONLINE limits that liability as follows:

- (a) if a claim relates to goods, to repair or replace the goods or payment of the cost of having the goods replaced; and
- (b) if a claim relates to services, to supply the services again or payment of the cost of having them supplied again. Subject to Consumer Legislation, if it is applicable, the total liability of PRIMUS ONLINE to You is limited to \$20,000.00 and PRIMUS ONLINE is not liable for any indirect, secondary or consequential loss or damage, including loss of profits or anticipated savings or loss of opportunity.

VARIATION: Subject to the Act and any specific agreement to the contrary, PRIMUS ONLINE line may vary the terms relating to a Service, including the SFOA. PRIMUS ONLINE will notify Customer of variations by newspaper advertisement or by notice in writing (included with an invoice or otherwise), by notice on its website, or in other manner authorised by the Act. You consent to PRIMUS ONLINE sending to You by email notices about SFOA and other matters. Where Consumer Contracts Code applies and contract has fixed term, PRIMUS ONLINE will give 21 days notice of changes in features, characteristics or Charges of Service, including offer of early penalty-free release from contract – limited exceptions apply.

COMPLAINTS: PRIMUS ONLINE aims to resolve Your complaints quickly, efficiently and effectively and has a complaint handling policy in place. For more details about this policy or should your wish to lodge a complaint phone our toll free number 1800 265 265.

TELECOMMUNICATIONS INDUSTRY OMBUDSMAN ('TIO'): The TIO is available as a last resort to resolve disputes that cannot be resolved with PRIMUS ONLINE. The Office of Fair Trading in each State or Territory may also investigate consumer complaints about telecommunications services.

PRIMUS ONLINE:

Web site: www.primusonline.com.au

IF YOU ARE A NON-ENGLISH SPEAKER OR HAVE A DISABILITY AND REQUIRE ASSISTANCE TO READ OR UNDERSTAND THIS SUMMARY OR NEED A LARGE PRINT COPY PLEASE CONTACT PRIMUS ONLINE CUSTOMER SERVICE ON 1800 265 265.